



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, August 6, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Thomas Heard Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

July 30, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of James Perryman for a waiver of the Noise Ordinance at 2950 Edgewood

Street on August 24, 2024, from 3:00 p.m. - 8:30 p.m. (District 1).

Request of Doug Cain for a waiver of the Noise Ordinance at 2703 Battleship Parkway on November 17, 2024, from 8:00 a.m. - 11:00 a.m. (District 2).

Request of Toots and Paul Bridges for a waiver of the Noise Ordinance at 911 Dauphin Street on January 18, 2025, from 7:30 p.m.- 11:00 p.m. (District 2).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Bryan Fuenmayor - To support bringing Amtrak back to Mobile and the Gulf Coast.

Reggie Hill - FY25 budget recommendations, public safety protocols, and Mobile Civic Center public interest.

Kenny Owen - Concerns about the amount of cut-through traffic on Mohawk Street

Ashley Harrison - Investigation of Paul Prine and City contracts.

11. CIP RESOLUTIONS HELD OVER

21-706 Authorize contract with HCL Contracting, LLC for 2024 CIP resurfacing, District 4; \$2,785,279.00; (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21- 707 Authorize contract with Engineering Consulting Services Southeast, LLC for 2024 CIP resurfacing, District 4; \$50,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

12. RESOLUTIONS HELD OVER

01-708 Authorize agreement with Fresh Fruit Hospitality, LLC to provide concession services for the National Maritime Museum of the Gulf of Mexico (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-709 Authorize Funding Agreement with National Railroad Passenger Corporation for Gulf Coast rail service (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-710 Authorize Intergovernmental Agreement with the Alabama State Port Authority for Amtrak Gulf Coast Service Project (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-711 Authorize agreement with National Railroad Passenger Corporation for Gulf Coast rail service (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-712 Authorize Agreement #2 with the State of Alabama Department of Transportation for the One Mobile: Reconnecting People, Work, and Play through Complete Streets Initiative (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Jennifer Greene, Programs and Project Mgmt.).

08-713 Approve purchase order to Nexgen Asset Management for renewal of software for MIT; \$220,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-714 Approve purchase order to Carahsoft for annual renewal of cloud backup software for MIT; \$37,612.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-715 Approve purchase order to Office Equipment Company of Mobile Inc., for furniture for MPRD; \$23,715.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-716 Approve purchase order to Sunbelt Fire Inc., for leather fire boots and helmets for MFRD; \$17,225.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-717 Approve purchase order to Global Industries, Inc. for furniture for MPRD training room; \$48,654.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-718 Approve purchase order to Marineone Corp., d/b/a Rescueone Connector, for rescue boat and inflatable boat motors, and trailer for MFRD; \$56,946.25 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-719 Approve purchase order to Canon Solutions America Inc. for image digitization services for MPD; \$80,647.53 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-720 Accept item-award bid for swimming pool chemicals (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-721 Authorize contract with Sidney P. Barbour, d/b/a All State Fence, for Cruise Terminal Motorized Vehicle Gates; \$49,220.00 (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Cassie Boatwright, REAM).

37-722 Consider the application of Bennett's Care, LLC to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

45-723 Accept "Wynngate Way" of Wynnfield Subdivision, for City maintenance (sponsored by Mayor Stimpson) (submitted by Nicholas Amberger, Engineering).

60-724 Authorize Settlement Agreement and Release of Claims; Mason (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-725 Authorize Settlement Agreement and Release of Claims; Thompson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. ORDINANCES BEING INTRODUCED

62-044 Ordinance to Amend Section 62.1 of the Code of the City of Mobile (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety).

14. CONSENT RESOLUTIONS BEING INTRODUCED

09-726 Transfer funds from District 1 General Fund Discretionary Account to the Mobile Parks & Recreation General Fund for 2024 United We Stand Rap Festival (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting).

31-727 Authorize the Mayor to apply, accept, and receive grant funding from the Alabama Department of Conservation and Natural Resources for GOMESA funding for the National Maritime Museum of the Gulf of Mexico; \$2,250,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Karen Poth, Grants).

37-728 Recommend approval to the ABC Board for issuance of a Special Events Retail License to FNL August; 109 Government Street (sponsored by Councilmember Carroll).

37-729 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Buzzed Bull Creamery; 362 Government Street, Unit 100 (sponsored by Councilmember Carroll).

37-730 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Slurp Society Ramen Shop; 609 Dauphin Street (sponsored by Councilmember Carroll).

37-731 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to AMICI; 7899 Cottage Hill Road, Suite A (sponsored by

Councilmember Woods).

58-732 Authorize removal of weeds, Group No 1658.

58-733 Assess costs for removal of weeds, Group #1657.

60-734 Determine an appropriation to Mobile Area Council, Boy Scouts of America serves a public purpose and approve payment (sponsored by Councilmembers Carroll, Small, Reynolds, and Daves) (submitted by Donna Bryars, Accounting).

60-735 Determine an appropriation to the Mobile Area Council, Boy Scouts of America serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting).

60-736 Determine an appropriation to Hillsdale Athletic Booster Club, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting).

15. RESOLUTIONS BEING INTRODUCED

01-737 Authorize Covenant of Purpose Agreement for the Mobile Greenway Initiative: Three Mile Creek Trail project (Segment 1) (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

08-738 Approve purchase order to Gulf Coast Fitness Service LLC for fitness equipment for MPD 4th Precinct; \$22,252.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.)

08-739 Approve purchase order to Vulcan Inc. for traffic signs and speed control materials for traffic engineering; \$77,074.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-740 Approve purchase order to Howard Industries Inc., for annual renewal of device management software for MIT; \$24,724.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-741 Approve purchase order to Environmental Systems Research Institute Inc., for annual renewal of ARCGIS software for GIS; \$106,373.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-742 Transfer funds from Program & Project Management to the Grant Fund Project Innovating St. Louis Street: Mobile's Technology Corridor (sponsored by

Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.)

21-743 Authorize contract with Morrow Contracting, Inc., d/b/a Advanced Service Plus Plumbing Company, for plumbing services at various City facilities; NTE \$100,000.00 per year (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright REAM).

21-744 Authorize contract with Butler Complete Services, LLC for landscaping services at various City Facilities; NTE \$32,105.00 per year (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright REAM).

21-745 Contract with Butler Complete Services for right-of-way mowing for various City streets; \$80,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-746 Contract with Hughes 360 Services LLC for right-of- way mowing for various City streets; \$20,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-747 Contract with Best Price Services, LLC for right-of-way mowing for Schillinger Road North; \$18,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-748 Authorize change order and contract amendment with Thompson Engineering, Inc. for Zeigler Boulevard (Athey Road to Forest Hill Drive); \$94,410.00 increase (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.)

16. CALL FOR PUBLIC HEARINGS

41-749 Call for public hearing to consider the proposed modification of a previously approved Planned Unit Development for property located at 1480 Satchel Paige Drive (scheduled for September 10, 2024) (District 4).

41-750 Call for public hearing to consider the proposed Conditional Use Permit for the property located at 6411 Howells Ferry Road (scheduled for September 10, 2024) (District 7).

41-751 Call for public hearing to consider the proposed rezoning of the property located at 6411 Howells Ferry Road from R-3 to R-3 (scheduled for September 10, 2024) (District 7).

41-752 Call for public hearing to consider the application of Johnson & Johnson Way

To Go to operate a sedan and shuttle service (scheduled for August 20, 2024)
(submitted by Lisa C. Lambert, City Clerk).

41-753 Call for public hearing to consider the application of Community Care &
Transportation, LLC to operate a sedan service (scheduled for August 20, 2024)
(submitted by Lisa C. Lambert, City Clerk).

17. ANNOUNCEMENTS



2024 JUL 30 AM 11:35

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: JAMES PERRYMAN

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-478-5025 Cell Number: 251-391-0461

Organization (if applicable) _____

Mailing Address of Applicant: 2950 Edgewood St

Telephone No. 251-391-0461 E-mail address _____

Location or address of event where amplification will be used:

2950 Edgewood St

Date of Event: 8-24-2024 Starting Time: 3:00 Ending Time: 8:30

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

Type of Event: BIRTHDAY PARTY

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

Music containing obscene language or profanity is prohibited

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

01



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Doug Cain

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 225-921-4502

Organization (if applicable) FRESHJUNKIE Racing - Battleship 12k

Mailing Address of Applicant 3736 Perkins Rd

Telephone No. 225-921-4502 E-mail address doug@freshjunkie.com

Location or address of event where amplification will be used:

2703 Battleship Pkwy, Mobile, AL 36602

Date of Event: 11/17/24 Starting Time: 8am Ending Time 11am

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

Type of Event: Battleship 12k run to honor our service members

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

22

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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(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: Toots and Paul Bridges

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-753-0079 Cell Number: 251-753-0079

Organization (if applicable) cotton hall wedding

Mailing Address of Applicant 4518 Kingsway Dr

Telephone No. _____ E-mail address ideas4sell@bellsouth.net

Location or address of event where amplification will be used:

911 Dauphin St

Date of Event: January 18, 2025 Starting Time: 7:30 Ending Time 11:00

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

Type of Event: Wedding Reception

Do you plan to sell alcohol at this event? YES no 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

FW: 8/6 Agenda

Gauthier, Lana <lane.gauthier@cityofmobile.org>

Thu 8/1/2024 1:09 PM

To: Leverette, Tiereney <tiereney.leverette@cityofmobile.org>

From: RJHILL II <rhills4tf@gmail.com>

Sent: Thursday, August 1, 2024 1:13 PM

To: Gauthier, Lana <lane.gauthier@cityofmobile.org>

Subject: 8/6 Agenda

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.

Madam Asst. City Clerk,

Good afternoon! Sending you cheer, on today! This is a formal request to be added to the upcoming Agenda. I shall address the following:

- * FY '25 Budget Recommendations
- * Public Safety Protocols
- * Mobile Civic Center Public Interest

Thank you for your attention to this matter. Send my best to the Clerk's Office!

Kindest Regards,

Reginald J. Hill, II - M. Ed.

Founder/Executive Director (Chairman)

"Success 4 the Future"

P. O. Box 395

Mobile, AL 36601

www.s4tf.org

rhills4tf@gmail.com

256.665.6748



CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 8/1/2024 1:51 PM

To:City Clerk <cityclerk@cityofmobile.org>

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: Kenny Owen

Date To Address Council: 2024-08-06

Address: 207 Mohawk St. Mobile, AL

Email: usaowen2020@gmail.com

Phone: 251-252-3565

Subject And Specific Questions: The amount of cut-through traffic on Mohawk St. from Dauphin St., South to Airport Blvd.

Pertain To City Business: For the fact that the City code is that 25% or more of cut-through traffic is unacceptable.

Signature: Kenny Owen

Signature Verify: X

Agree: X

Date Submitted: 2024-08-01 13:51:06

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

(no subject)
1 message

Kenny Owen <usaowen2020@gmail.com>
To: spl.satsuma@gmail.com

Thu, Aug 1, 2

EXHIBIT A

TRAFFIC CALMING

Existing Condition Analysis

The following guidelines will be used when performing an analysis of the area where traffic calming devices have been requested.

Maximum Traffic Volume

The Traffic Engineering Department will perform traffic counts to determine the appropriate traffic calming measures. To qualify for a physical traffic calming measure, residential streets should have traffic volumes less than equal to 4000 vehicles per day (vpd). Volumes over 4000 vpd should be addressed with non-physical measures such as education and enforcement.

Speed

During the traffic count process, the City will also collect speed data. Local residential streets are typically signed for 25 MPH. For a street to be considered for the installation of traffic calming measures, the speed study should indicate speeds over the acceptable speeds for local streets. In the case of a 25 MPH posted street the acceptable speed is an average speed 30 MPH or less with an 85th percentile speed of 35 MPH or less. Speeds over these limits are considered unacceptable.

Cut-Through Traffic

Vehicles that detour through a neighborhood with the intention of decreasing their travel time to their destination is defined as cut-through traffic. The volume of cut-through traffic can be estimated by quantifying the expected volume of the area based on the ITE *Trip Generation* methods. The expected volume is then compared to the actual daily volume to estimate the cut-through traffic. 25% or more cut-through traffic is considered unacceptable for local streets.

Street Geometry

Traffic calming will not be installed on streets with grades greater than 8% in situations where horizontal or vertical alignments will result in inadequate stopping sight distance for vehicles encountering a traffic calming device. Traffic calming devices will also not be placed where they will impede drainage or utility infrastructure. The roadway must also have a minimum tangent length of 600 feet. Traffic calming devices will not be placed on cul-de-sac streets.

4 | P

(no subject)

1 message

Kenny Owen <usaowen2020@gmail.com>
To: spl.satsuma@gmail.com

Thu, Aug 1, 2

EXHIBIT B

12:46

92



IMG_0001.pdf

**Complaint**

The JAMAR radar recording device was deployed near 262 Mohawk Street in reference to a speeding complaint. The device recorded the speed of vehicles between 07:03 am on Thursday, June 6, 2024, to Tuesday, June 11, 2024 at 09:45 am.

Assessment

- 6,677 vehicles were recorded
- The speed limit is 25 mph
- The average speed was 19 mph
- 1 vehicle was recorded at 35 mph or higher
- The highest recorded speed was 38 mph
- 0% of recorded vehicles were above the 9 mph tolerance

Response

The study indicates that 0% of vehicles were 35 mph or higher. This indicates a low enforcement rating. The JAMAR calculated that the 85th percentile speed* to be 23 mph.

* The 85th percentile speed is the speed at or below which 85 percent of vehicles travel. The 85th percentile speed is one of the factors used to establish posted speeds.

(no subject)

1 message

Kenny Owen <usaowen2020@gmail.com>
To: spi.satsuma@gmail.com

Thu, Aug 1, 2024

EXHIBIT "C"

4:44



X IMG_0001.jpg

Complaint

The JAMAR radar recording device was deployed near 203 Mohawk Street in reference to a speeding complaint. The device recorded the speed of vehicles between 12:39 pm on Thursday, July 18, 2024, to Tuesday, July 23, 2024 at 6:55 am.

Assessment

- 5,670 vehicles were recorded
- The speed limit is 25 mph
- The average speed was 22 mph
- 6 vehicles were recorded at 35 mph or higher
- The highest recorded speed was 41 mph
- 0% of recorded vehicles were above the 9 mph tolerance

Response

The study indicates that 0% of vehicles were 35 mph or higher. This indicates a low enforcement rating. The JAMAR calculated that the 85th percentile speed* to be 27 mph.

** The 85th percentile speed is the speed at or below which 85 percent of vehicles travel. The 85th percentile speed is one of the factors used to establish posted speeds.*

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 8/1/2024 12:05 PM

To: City Clerk <cityclerk@cityofmobile.org>

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Name: 2514023767

Date To Address Council: 2024-08-06

Address: 169 Dauphin Street

Email: ashley@benton-law.com

Phone: 2514023767

Subject And Specific Questions: Investigation of Chief Prine, City contracts

Pertain To City Business: We the tax payers are paying for it...

Signature: Ashley Harrison

Signature Verify: X

Agree: X

Date Submitted: 2024-08-01 12:05:39

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



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT#5024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 CIP Resurfacing, City Council District 4 COM Project: 2024-3005-02

PROJECT #: RSF24 D4 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Resurfacing

CONTRACT AMOUNT: \$2,785,279.00

VENDOR NAME: HCL Contracting, LLC

VENDOR NUMBER: 290702

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Jessica White Date 7/16/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman Ben Reynolds

WHEREAS, bids for street repairs for district 4 were received and opened on June 12, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from HCL Contracting, LLC., in the amount of \$2,785,279.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by HCL Contracting, LLC.

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

Name of Company: HCL Contracting, LLC.

Project Name: 2024 CIP Resurfacing City Council District 4

Project Number: 2024-3005-02

Amount: \$2,785,279.00

Adopted:

City Clerk



Add. 2

**2024 CIP RESURFACING, CITY COUNCIL
DISTRICT 4**

PROJECT No. 2024-3005-02

BID DATE – June 12, 2024

CONTENTS

Advertisement for Bids	I
Instructions to Bidders	II
Proposal	III
Bid Bond	IV
Labor and Materials Bond.....	V
Performance Bond	VI
Certificate of Contractor's and Subcontractor's Insurance	VII
Special Provisions.....	VIII
Articles of Agreement.....	IX
Supplemental Specifications	X
Location	Attachment A
Contractor's Insurance Certification.....	Attachment B
Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report.....	Attachment C
Certifications, Affidavits, & Project Closeout.....	Attachment D
Sign Details.....	Attachment E
Geotechnical Reports and/or Mix Designs	Attachment F
Tax Exemption.....	Attachment G
2024 City of Mobile CIP Resurfacing D4 Map Book.....	Attachment H
1. Overall Resurfacing Map	
2. Project Limits	
3. MAPS	
4. Quantities	
5. Guardrail Repair	
6. Construction Details	
7. Specification – Sidewalk Clearing, Edging & Dressing	

ITEM I.
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, June 12, 2024 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: 2024-3005-02
Project: 2024 CIP Resurfacing, City Council District 4
Project Description: 13 Miles of Street Resurfacing and Infrastructure Repair

Plans and contract documents may be inspected and obtained from Corporate Environmental Risk Management upon payment of one hundred dollars (\$100.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Friday, June 7, 2024.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on June 5, 2024, at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of

notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 CIP Resurfacing, City Council District 4**, City of Mobile Project No. **2024-3005-02**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES OF LAGNIAPPE: MAY 15th, 22nd, AND 29th, 2024.

Add 1

ITEM II INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE. ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2024 CIP Resurfacing, City Council District 4**, City of Mobile Project No. **2024-3005-02**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to

do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the

entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 6/12/24

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by Corporate Environmental Risk Management, as well as the premises

Project Name: 2024 CIP Resurfacing, City Council District 4

Project No: 2024-3005-02

Project Description: 13 Miles of Street Resurfacing and Infrastructure Repair

Major work items include: Resurfacing, Milling, Leveling, Curb, Inlet, and Sidewalk repair

The Bidder further agrees to construct the improvements in **150** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Corporate Environmental Risk Management, 2 Water Street Suite 300, Mobile AL 36602. In order to receive consideration, the request must be received before 12:00 p.m. on May 1, 2024. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

Adel 3

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", AS REVISED BY THE SPECIAL PROVISIONS, THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

2024 CIP Resurfacing, City Council District 4

CITY OF MOBILE PROJECT NO. 2024-3005-02

BID DATE: June 12, 2024

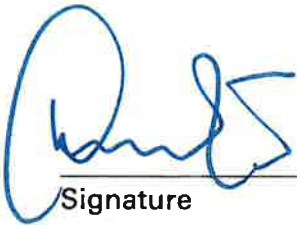
ADDENDUM NO. 1

ISSUED: June 7, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **Bid Proposal Excel Form** – Print and insert completed bid forms into the contract. The Excel Spreadsheet will replace all previous Base Bids in prior versions.
2. **Replace pages 1, 3, 4, 6, 10, 17, 36, 69, 70 and 78 with the attached sheets.**
3. **Item# 201-D, Sidewalk Clearing, Edging, and Dressing**, will be bid out as an additive bid item.
4. **Add Item# 206-D3, Clear Gutter Debris, Removal and Disposal**, to the list of bid items.
5. **Add 110 SY of Item# 206-C2, Removal Concrete Paving, and 20 CY of Item# 614-B, Reinforced Concrete Sloped Pavement**, to be placed at the entrance of Creel Court in the Dog River Estates subdivision.
6. **Item# 614-B, Reinforced Concrete Sloped Pavement**, will be reinforced with WWF 6"x 6" - W2.9x W2.9 (woven wire fence).
7. **Add Item# 206-E4, Remove Street Signs/ Post and Replace with 6" PVC Sleeve**, in the concrete curb ramp area for future sign installation.
8. **Remove Item# 539-B, Trench Drain Inlet Top Repair By Resetting as Required, include Embedded Support Angle to Provide Stable, Straight and True Support of Cast Iron Grates. Use Item# 620-A, Minor Structure Concrete**, instead.
9. **Remove Todd Acres Drive from resurfacing list.** Eliminate all reference to Todd Acres Drive in the Map Book.

We, as duly authorized representatives of HILL CONTRACTING LLC (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.


Signature

6/10/24
Date

MAIZKA HOLOTT
Printed Name

CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.

2024 CIP Resurfacing, City Council District 4

CITY OF MOBILE PROJECT NO. 2024-3005-02

BID DATE: June 12, 2024

ADDENDUM NO. 2

ISSUED: June 10, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **Bid Proposal Excel Form** – Print and insert completed bid forms into the contract. The Excel Spreadsheet will replace all previous Base Bids in prior versions.
2. **Subtract 100 LF of Item# 206-D1, *Removal of Steel Guardrail***, to equal guardrail installation.
3. **Add 810 LF to Item# 206-D2, *Remove Curb And Gutter, All Types (including Saw Cut All Depths)***, to equal curb installation.
4. **Subtract 281 STA of Item# 212-A1, *Machine Grading Shoulders***, to remove non curbed lengths from quantity.
5. **Subtract 21,519 SY of Item# 408-A1, *Planing existing pavement (0"-2")***, to account for Todd Acres Dr. removal and adjusted edge mill width.
6. **Subtract 413 Tons of Item# 429-A2, *Improved Bituminous Concrete Wearing Surface Layer, ½" Maximum Aggregate Size Mix, 165#/SY (Including Tack, For Overlay)***, for Todd Acres Drive removal.
7. **Subtract 122 Tons of Item# 429-A3, *Improved Bituminous Concrete Binder Surface Leveling, 1" Maximum Aggregate Size Mix***, for Todd Acres Drive removal.
8. **Subtract 10 Acres of Item# 652-A1, *Seeding***, and Item# 656-A, ***Mulching***, for 3' shoulder widths instead of 6'.
9. **Add Lump Sum Quantity of Item# 680-A1, *Engineering Geometric Controls***.
10. **Add 72 SF of Item# 703-A2, *Traffic Control Marking, Class 2 Type A***.

We, as duly authorized representatives of Hill Construction LLC (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.


Signature

6/10/24
Date

Mark Hovatt
Printed Name

CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.



2024-3005-02
2024 CIP Resurfacing, City Council District 4

Bid Sheet 1 of 2

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206-C1	220	SQUARE YARD	REMOVAL CONCRETE SIDEWALK (INCLUDING SAW CUT ALL DEPTHS)	Thirty Eight Dollars and Twenty Three Cents	\$38.23	\$8,410.60
206-C2	760	SQUARE YARD	REMOVAL CONCRETE PAVING	Twenty Nine Dollars and Forty Nine Cents	\$29.49	\$22,412.40
206-D1	200	LINEAR FOOT	REMOVAL OF STEEL GUARDRAIL	Nine Dollars and Twenty Eight Cents	\$9.28	\$1,856.00
206-D2	1,810	LINEAR FOOT	REMOVING CURB AND GUTTER ALL TYPES (INCLUDING SAW CUT ALL DEPTHS)	Nineteen Dollars and Sixty Six Cents	\$19.66	\$35,584.60
206-D3	3,250	LINEAR FOOT	CLEAR GUTTER DEBRIS, REMOVAL AND DISPOSAL	One Dollar and Eighty Three Cents	\$1.83	\$5,947.50
206-E1	3	EACH	REMOVAL OF INLET LID (ALL TYPES)	Five Hundred Forty Dollars and Sixty Nine Cents	\$540.69	\$1,622.07
206-E2	2	EACH	REMOVAL OF INLET THROATS (ALL TYPES)	Five Hundred Forty Dollars and Sixty Nine Cents	\$540.69	\$1,081.38
206-E3	3	EACH	REMOVAL OF GUARDRAIL ANCHOR (ALL TYPES)	Three Hundred Twenty Seven Dollars and Sixty Nine Cents	\$327.69	\$983.07
206-E4	12	EACH	REMOVAL OF STREET SIGN & POST AND REPLACE WITH 6" PVC SLEEVE IN CONCRETE	Three Hundred Eighty Two Dollars and Thirty Cents	\$382.30	\$4,587.60
210-A1	100	CUBIC YARDS	UNCLASSIFIED EXCAVATION	Twenty Four Dollars and Eighty Five Cents	\$24.85	\$2,485.00
210-A2	100	CUBIC YARDS	BORROW EXCAVATION	Twenty Four Dollars and Fifty Eight Cents	\$24.58	\$2,458.00
212-A1	1,092	STA	MACHINE GRADING SHOULDERS	Sixty Six Dollars and Twenty Three Cents	\$66.23	\$72,323.16
301-E7	100	TON	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	One Hundred Twenty Five Dollars and Sixty One Cents	\$125.61	\$12,561.00
305-B	100	TON	SELECTED MATERIALS, 57 STONE, FOR MISC USE	One Hundred Twenty Five Dollars and Sixty One Cents	\$125.61	\$12,561.00
408-A1	68,594	SQUARE YARD	PLANING EXISTING PAVEMENT (0"-2")	No Dollars and One Cent	\$0.01	\$685.94
429-A1	8,213	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, 165 #/SY (INCLUDING TACK, FOR OVERLAY)	One Hundred Eight Dollars and Thirty Cents	\$108.30	\$889,467.90
429-A2	6,688	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, 195 #/SY (INCLUDING TACK, FOR EDGE MILL INLAY)	One Hundred Thirteen Dollars and Fifteen Cents	\$113.15	\$756,747.20
429-A3	1,477	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE LEVELING, 1" MAX. AGGREGATE MIX SIZE	One Hundred Forty Six Dollars and Twenty Four Cents	\$146.24	\$215,996.48
429-A4	250	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE LAYER, PATCHING, 1/2" MAX AGGREGATE MIX, 165 #/SY	One Hundred Forty Five Dollars and Seventy One Cents	\$145.71	\$36,427.50
600-A	1	LUMP SUM	MOBILIZATION	One Hundred Three Thousand Six Hundred Forty Eight Dollars and Ninety Two Cents	\$103,648.92	\$103,648.92
614-B	130	CUBIC YARDS	REINFORCED CONCRETE SLOPED PAVEMENT, 6" THICK (w/ WWF 6"x 6"- W2 8x W2 9 reinforcement)	Four Hundred Fifty Eight Dollars and Seventy Six Cents	\$458.76	\$59,638.80
618-A	293	SQUARE YARD	CONCRETE SIDEWALK, 4" THICK	Fifty Two Dollars and Forty Three Cents	\$52.43	\$15,361.99
618-C	390	SQUARE FEET	TRUNCATED DOMES (DETECTABLE WARNING SURFACE)	Thirty One Dollars and Sixty Eight Cents	\$31.68	\$12,355.20
618-D	221	SQUARE YARD	ADA COMPLIANT CURB RAMP	Fifty Two Dollars and Forty Three Cents	\$52.43	\$11,587.03
620-A	10	CUBIC YARDS	MINOR STRUCTURE CONCRETE	Eight Hundred Nineteen Dollars and Twenty Two Cents	\$819.22	\$8,192.20
621-C46	3	EACH	INLET, PARTIAL-LID, TYPE S SPECIAL	Three Thousand Four Hundred Ninety Five Dollars and Thirty Four Cents	\$3,495.34	\$10,486.02
621-C46	2	EACH	INLET, PARTIAL-THROAT, TYPE S SPECIAL	Two Thousand Nine Hundred Twenty Two Dollars and Ninety Eight Cents	\$2,922.98	\$5,845.96
623-B1	280	LINEAR FOOT	CONCRETE CURB, TYPE A (IN KIND, RIVERCHASE AREA)	Forty Three Dollars and Ninety Six Cents	\$43.96	\$12,308.80
623-C	120	LINEAR FOOT	COMBINATION CURB & GUTTER, TYPE M-7 (IN KIND, ABLE CT)	Forty Three Dollars and Ninety Six Cents	\$43.96	\$5,275.20
623-C14	1,410	LINEAR FOOT	COMBINATION CURB & GUTTER, TYPE M-14 (IN KIND, DOG RIVER AREA)	Forty Three Dollars and Ninety Six Cents	\$43.96	\$61,983.60
630-A1	200	LINEAR FOOT	STEEL BEAM GUARDRAIL, CL A, TYPE 2	Thirty Eight Dollars and Seven Cents	\$38.07	\$7,614.00



2024 CIP Resurfacing, City Council District 4

630-C50	6	EACH	GUARDRAIL END ANCHOR, TYPE 20 Series	Three Thousand Four Hundred Ninety Five Dollars and Thirty Four Cents	\$3,495.34	\$20,972.04
637-A1	140	LINEAR FOOT	FENCE RESET (ABUTTING THE RIGHT OF WAY)	Thirty Two Dollars and Seventy Seven Cents	\$32.77	\$4,587.80
605-A	1,250	CUBIC YARDS	TOPSOIL, 2" THICK (TRUCKBED MEASUREMENT)	Fifty Four Dollars and Seven Cents	\$54.07	\$67,587.50
652-A1	8	ACRE	SEEDING	One Thousand Three Hundred Ten Dollars and Seventy Five Cents	\$1,310.75	\$10,486.00
654-A1	2,200	SQUARE YARD	SOLID SODDING	Eight Dollars and Nineteen Cents	\$8.19	\$18,018.00
656-A	8	ACRE	MULCHING	One Thousand Eight Hundred Fifty Six Dollars and Ninety Cents	\$1,856.90	\$14,855.20
680-A1	1	LUMP SUM	ENGINEERING GEOMETRIC CONTROLS	Nine Thousand Three Hundred Thirty Five Dollars and No Cents	\$9,335.00	\$9,335.00
701-A231	5	MILES	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	Ten Thousand Nine Hundred Twenty Two Dollars and Ninety Three Cents	\$10,922.93	\$54,614.65
701-A235	5	MILES	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	Ten Thousand Nine Hundred Twenty Two Dollars and Ninety Three Cents	\$10,922.93	\$54,614.65
701-C2	10	MILES	SOLID/BROKEN TEMPORARY TRAFFIC CONTROL STRIPE (PAINT)	Five Thousand Four Hundred Sixty One Dollars and Forty Seven Cents	\$5,461.47	\$54,614.70
703-A2	72	SQUARE FEET	TRAFFIC CONTROL MARKING, CLASS 2 TYPE A	Twenty One Dollars and Fourteen Cents	\$21.14	\$1,522.08
703-C1	72	SQUARE FEET	TEMPORARY TRAFFIC CONTROL MARKINGS	Ten Dollars and Ninety Two Cents	\$10.92	\$786.24
740-A	1	LUMP SUM	TRAFFIC CONTROL	One Thousand Eight Hundred Thirty Five Dollars and Five Cents	\$1,835.05	\$1,835.05
742A001	2	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	Six Thousand Fifteen Dollars and Fifty Two Cents	\$6,015.52	\$12,031.04
999X-000	1	LUMP SUM	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Fifty Thousand Dollars and Zero Cents per LUMP SUM	\$50,000.00	\$50,000.00
TOTAL BASE BID				Two Million Seven Hundred Seventy Four Thousand Three Hundred Fifty Six Dollars and Seven Cents	\$2,774,356.07	

ADDITIVE BID (SIDEWALK EDGING AND CLEAN UP)

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-D	1	LUMP SUM	SIDEWALK CLEARING, EDGING, AND DRESSING	Ten Thousand Nine Hundred Twenty Two Dollars and Ninety Three Cents	\$10,922.93	\$10,922.93
TOTAL ADDITIVE BID				Ten Thousand Nine Hundred Twenty Two Dollars and Ninety Three Cents	\$10,922.93	

BID SUMMARY

WRITTEN IN WORDS		NUMERICAL BID AMOUNT
TOTAL BASE BID	Two Million Seven Hundred Seventy Four Thousand Three Hundred Fifty Six Dollars and Seven Cents	\$2,774,356.07
TOTAL ADDITIVE BID	Ten Thousand Nine Hundred Twenty Two Dollars and Ninety Three Cents	\$10,922.93
TOTAL BASE BID + ADDITIVE BID	Two Million Seven Hundred Eighty Five Thousand Two Hundred Seventy Nine Dollars and No Cents	\$2,785,279.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY	<u>HCC CONTRACTING LLC</u>
SIGNATURE	<u>[Signature]</u>
DATE	<u>6/12/24</u>

Base Bid

Total (All items listed in Proposal) \$ 2,774,356.07 (BASE) \$ 2,785,279.00 (W/ALT. B.D.)

Written in words TWO MILLION SEVEN HUNDRED SEVENTY FOUR THOUSAND THREE HUNDRED FIFTY SIX DOLLARS AND SEVEN CENTS.

Number of working days to complete 150

Signature of Bidder [Signature]
(If a firm or individual)

Address of Bidder P.O. Box 1245

SEMMES, AL 36575

By Casen R. Smith

Signature of Bidder _____
(If a Corporation)

By _____ Business Address _____
President

Print Business Address _____

Secretary

Print Business Address _____

Treasurer

Print

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: _____
Secretary

AL No. 42026
State License Number
Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That HCL Contracting, LLC,
(Name of Contractor)
PO Box 1245, Semmes, AL 36575
(Address)
as Principal, and Harco National Insurance Company
(Name of Surety)
One Newark Center, 20th Floor, Newark, NJ 07102
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for City of Mobile CIP Resurfacing D4, City of Mobile Project No. 2024-3005-02.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered June 12, 2024 (Date)
HCL Contracting, LLC (Contracting Firm)
Witness as to Principal By: (Signature) (SEAL)
Harco National Insurance Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

By (Signature)
John David Hutto, Jr.

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Bond # N/A

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JOHN DAVID HUTTO, JR.

Birmingham, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 12, 2024

A00751

Irene Martins, Assistant Secretary

_____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Oblige, in the penal sum of Two Million Seven Hundred Eighty-Five Thousand Two Hundred Seventy-Nine & No/100 (\$2,785,279.00) Dollars lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

Page 42 of 1266

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 24th day of JUNE
20____.

In the presence of:

Individual Principals sign here

(SEAL)

(Print)

(SEAL)

(Print)

(SEAL)

(Print)

(Corporate Name) HCL Contracting, LLC

BY: _____

(Signature)

(Print)

ATTEST:

(Signature)

(Print)

ITS: _____

ITS: _____

(Title)

Harco National Insurance Company
(Surety sign here) (Corporate name)

BY: _____

(Signature)

John David Hutto, Jr.

(Print)

ITS: _____

Attorney-In-Fact

(Title)

ATTEST:

(Signature)

Kursten R. Hutto

(Print)

ITS: _____ Sec/Treas

Corporate Seal

ITEM VI
PERFORMANCE BOND

Bond # 0817652

KNOW ALL MEN: That we HCL Contracting, LLC
(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Harco National Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner" in the sum of \$2,785,279.00
Two Million Seven Hundred Eighty-Five Thousand Two Hundred Seventy-Nine & No/100 dollars (\$),

for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20, entered into a Contract with the Owner for 2024 CIP Resurfacing, 2024-3005-02 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this
20 24.

In the presence of:



Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

BY: _____
(Signature)

(Signature)

(Print)
ITS: _____
(Title)

ITS: _____
(Title)

BY: [Signature]
(Signature)

ATTEST:



(Signature)
Kursten R. Hutto (Print)

John David Hutto, Jr.
(Print)

ITS: Attorney-In-Fact
(Title)

ITS: _____ Sec/Treas
(Title)

Corporate Seal

POWER OF ATTORNEY

Bond # 0817652

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JOHN DAVID HUTTO, JR.

Birmingham, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

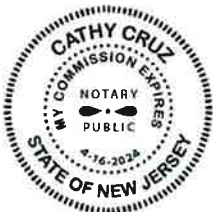
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies; and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A00751



Irene Martins, Assistant Secretary

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule) .

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
- c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications

- of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.
- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as**

determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one year warranty period from the time of final payment.
26. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. There shall be **NO** adjustment to fuel or asphalt index for this project.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.
50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized vests, shirts or jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a “ski pole” will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by

Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

- 59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.**
- 60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.**
- 61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.**
- 62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.**
- 63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.**
- 64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.**
- 65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.**

ITEM IX
ARTICLES OF AGREEMENT

**STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)**

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and HCL Contracting, LLC, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2024 CIP Resurfacing, City Council District 4

Project No: 2024-3005-02

Project Description: 13 Miles of Street Resurfacing and Infrastructure Repair

Major work items include: Resurfacing, Milling, Leveling, Curb, Inlet, and Sidewalk Repair

City of Mobile Project Number **2024-3005-02**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 2,785,279.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete

the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company assigned to this project is **Corporate Environmental Risk Management**.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to

prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.

- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is CIP. Said funds are are not on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-B UILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

ATTEST:

BY: _____

CITY CLERK

(Print)

CONTRACTOR:

AN INDIVIDUAL

CASEY R. SMITH (Print)

WITNESSES:

MARK HOLST (Print)

CONTRACTOR: (IF CORPORATION)

(Print)

BY: _____

ITS PRESIDENT

(Print)

ATTEST:

Corporate Seal

ITS SECRETARY

(Print)

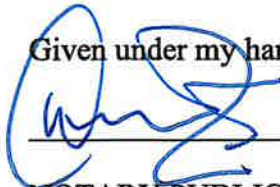
DATE

STATE OF ALABAMA }

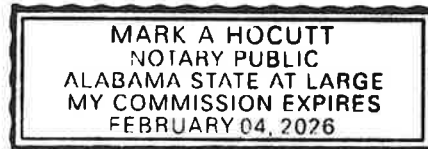
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that CASEY B. SMITH, whose name is signed to the foregoing instrument in the capacity of PRESIDENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 25TH day of JUNE, 2023/4



NOTARY PUBLIC My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 SUBLETTING AND ASSIGNMENT (a); PARAGRAPH 1 LIMITATIONS SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 429-A277 IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT) (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall

conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment

Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

6. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

8. ITEM 618-E REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. ITEM 623-B125 HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B125.1

Description

This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 623-B126 REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B126.1

Description

This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

11. ITEM 623-B127 REMOVAL AND REINSTALLATION OF SLATE TILES:

623.B127.1

Description

This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

12. SECTION 650, PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 659-A EROSION CONTROL NETTING

Description

This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 690-A PROJECT SIGN -PORTABLE:

690.A.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment

Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

16. ITEM 690-B PORTABLETOILETS - WEEKS:

690.B.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment

Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

17. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT “A”

LOCATION

(See 2024 City of Mobile CIP Resurfacing District 4 Map Book, page 3.)

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2024

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	CONTACT NAME: Danelle Stokes	
Valent Group, LLC	PHONE (A/C, No, Ext):	FAX (A/C, No):
1110 Montimar Drive	E-MAIL ADDRESS: dstokes@valentgroup.com	
Suite 400		
Mobile AL 36609	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Phoenix Insurance Company	25263
	INSURER B: Travelers Indemnity Company of CT	25682
	INSURER C: Travelers Property & Casualty Co of America	25674
	INSURER D: Indemnity National Insurance Company	18468
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2432247348 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	Y	Y	CO-2T30016A	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ Contractual Liability incl Railroads						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	Y	Y	810-2T244943	03/25/2024	03/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	☒ UMBRELLA LIAB ☒ OCCUR	Y	Y	CUP-2T30489A	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						Prod-Comp/Ops Agg \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
D	Excess Liability (follows umbrella liability policy above)	Y	Y	XS0001203 24	03/25/2024	03/25/2025	E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[Job #: 2024-3005-02 Job Type: 2024 CIP Resurfacing, District 4]
City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, are primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change be provided by agency (except 10 days for non-payment). Umbrella is follow form.

CERTIFICATE HOLDER

City of Mobile P.O. Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsha Deane</i>
---	--

AGENCY CUSTOMER ID: 00054597

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Valent Group, LLC		NAMED INSURED HCL Contracting, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Pollution/Professional Liability Coverage

Contractors Pollution Liability- Occurrence
 Issuing Company: GuideOne National Insurance Company
 NAIC: 14167
 Policy Number: ENV562009229-02
 Policy Period: 3/25/2024 to 3/25/2025
 Aggregate Limit: \$1,000,000
 Each Pollution Condition Limit: \$1,000,000
 \$10,000 deductible each pollution condition

Contractors Professional Liability-Claims Made
 Issuing Company: GuideOne National Insurance Company
 NAIC: 14167
 Policy Number: ENV562009229-02
 Policy Period: 3/25/2024 to 3/25/2025
 Aggregate Limit: \$1,000,000
 Each Wrongful Act Limit: \$1,000,000
 \$10,000 deductible each claim



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2024

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 CCMSI c/o WorkersFirst CompFund 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Linda Hudgins	
	PHONE (A/C, No, Ext): (888)-578-5555 8417	FAX (A/C, No): 217-477-6772
	E-MAIL ADDRESS: workersfirst@ccmsi.com	
INSURED HCL CONTRACTING LLC 8245 CRARY AVENUE SEMMES, AL 36575	INSURER(S) AFFORDING COVERAGE	
	INSURER A: WorkersFirst CompFund	
	INSURER B: Midwest Employers Casualty Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	
	23612	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 ☒ Y	X EWC005404(WC) PPAL127200(EL)	1/1/2024	1/1/2025	X 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
B		N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project #2024-3005-02. Project: 2024 CIP Resurfacing. Waiver of Subrogation in favor of certificate holder applies.

REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS. COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

Excluded Officer(s): Casey Smith

CERTIFICATE HOLDER

CANCELLATION

CITY OF MOBILE P.O. BOX 1827 MOBILE, AL 36633	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 Linda Hudgins

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **6/20/2024 - 1/1/2025**

Policy No. **PPAL127200(EL)**

Endorsement No.

Insured

Premium **0**

HCL CONTRACTING LLC

Insurance Company

WorkersFirst Comp Fund

Countersigned by

Linda Hudgins

WC 00 03 13

(Ed. 4-84)

ATTACHMENT “C”

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer <u>NCL CONTRACTING & LLC</u>	
Name (Please Type or Print) <u>CASEY R SMITH</u>	Title <u>PRESIDENT/OWNER</u>
 Signature	<u>7/10/24</u> Date

Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	HCL CONTRACTING LLC
Company Facility Address:	8245 CRARY AVENUE, SEMMES, AL. 36575
Company Alternate Address:	PO BOX 1245Type text here SEMMES, AL. 36575
County or Parish:	MOBILE
Employer Identification Number:	900291227
North American Industry Classification Systems Code:	Type text here 237
Parent Company:	
Number of Employees:	1-48
Number of Sites Verified for:	1

Are you verifying for more than one site?

If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)
ALABAMA		1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	CASEY R SMITH
Telephone Number:	251-635-6412
Fax Number:	N/A
E-mail Address:	CASEY@HCLCONTRACTINGLLC.COM

Name:	Adam L Lowery
Telephone Number:	251-455-6848
Fax Number:	N/A
E-mail Address:	ADAM@HCLCONTRACTINGLLC.COM



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archimede.kidd@cityofmobile.org
251.203.7987
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archtrique.kidd@cityofmobile.org
251 208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	HEL CONTRACTING LLC
Address	P.O. Box 1245 SEMMES, AL 36575
Telephone	251-622-7171
E-Mail	MARK@HELCONTRACTINGLLC.COM

RFP/RFQ Solicitation Number	2024-3005-02
Project Description	CITY OF MOBILE DISTRICT 4 CIP ROAD FACILITIES
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 80% Female 20% Minority 20% Non-minority 70% SDVO 0
Total # of Employees	48

Subcontractor/Major Supplier Plan submitted by:

Printed Name: MARK A HOLT
 Signature: [Signature] Date: 6-12-24
 Title: PROJECT MANAGER

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: MARK A HOLT Title: PROJECT MANAGER / ESTIMATOR
 Email: MARK@HELCONTRACTINGLLC.COM Phone: 251-622-7171
 Page 2 of 5
 Subcontractor/Supplier Plan rev. 7/29/2021

Subcontracting and Major Supplier Plan

251 208.7 967
205 Government Street, 5th Floor

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company HCL COMMERCIALS LLC Your Bid/Proposal Amount \$ 2,774,356.07 Date: _____

06 / 12 / 24 Description CITY OF MOBILE CIP REPAIRING DIST. 4 RES. NO. 2024-3005-02

Name of Bidder/Proposer: HCL COMMERCIALS LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: N/A Phone _____ Email _____
Contact Person: _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDOT/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

N/A

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

Could not find sufficient DBEs to provide subcontracting or supplier services.

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract. Please indicate additional efforts you have taken to recruit and engage DBEs.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archeque.kidd@cityofmobile.org

or

P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:		Estimated Completion Date:					
This report is for the month of:		JAN		APR		OCT	
(CHECK ONE):		FEB		MAY		NOV	
		MARCH		JUNE		DEC	
Original Contract Amount		Total Amount of Contract Changes (change orders or amendments)		Final Contract Amount (include contract changes)		Payments to Date from City of Mobile	
\$		\$		\$		\$	
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)		
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

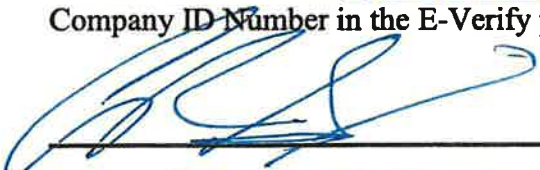
Before me, a Notary public, personally appeared CASEY R. SMITH (affiant) who, being duly sworn says as follows:

President/CEO of _____.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT for HCL CONTRACTING, LLC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

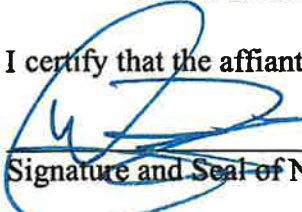
I further attest that said HCL CONTRACTING, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2105041.



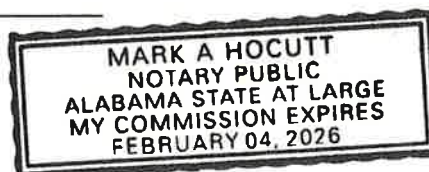
CEO of HCL CONTRACTING, LLC

Sworn to and subscribed before me this the 12 day of JUNE, 2024

I certify that the affiant is known to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public



ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

STATE OF: ALABAMA COUNTY OF: MOBILE

**CITY OF MOBILE
CITY PROJECT NO. 2024-3005-02
PROJECT NAME 2024 CIP Resurfacing, City Council District 4**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

Adel 2

**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF CLAIMS & DEBTS**

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-3005-02
PROJECT NAME 2024 CIP Resurfacing, City Council District 4

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR:

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____. By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

Add. 2

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
- 2) Sign to be placed at location directed by the Engineer.
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.



ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the

ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 6/12/24

Name of Project: 2024 CIP Resurfacing, City Council District 4

Project Number: 2024-3005-02

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID ITEMS:

\$ 130,692.70

ADDITIVE ALTERNATE #1:

\$ 0.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder HLL Contracting LLC

Mailing Address P.O. Box 1245, SEMMES, AL 36575

*By (Legal Signature) [Signature]

*Name (type or print) CASEY R SMITH (Seal)

*Title PRESIDENT

Telephone Number 251-635-6412

ATTACHMENT “H”

2024 CIP Resurfacing, City Council District 4

Mapbook

Adel 7/1



2024 District 4 CIP Resurfacing

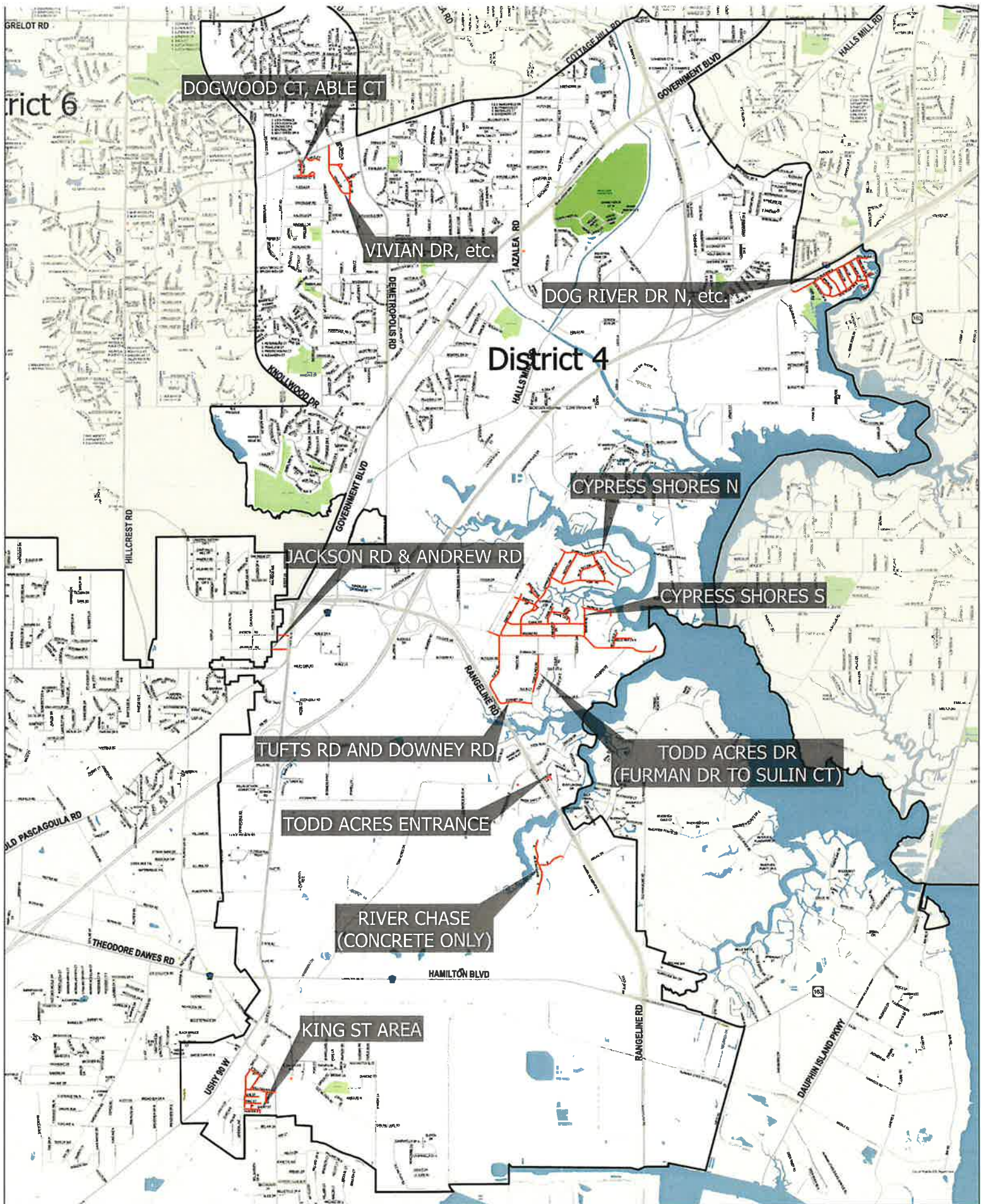
Map Book

Project No. 2024-3005-02

**2024 CIP Resurfacing,
District 4**

Project No. 2024-3005-02

OVERALL RESURFACING MAP



2024 CIP Resurfacing, District 4

Project No. 2024-3005-02

PROJECT LIMITS

2024 District 4 CIP Resurfacing Project Limits

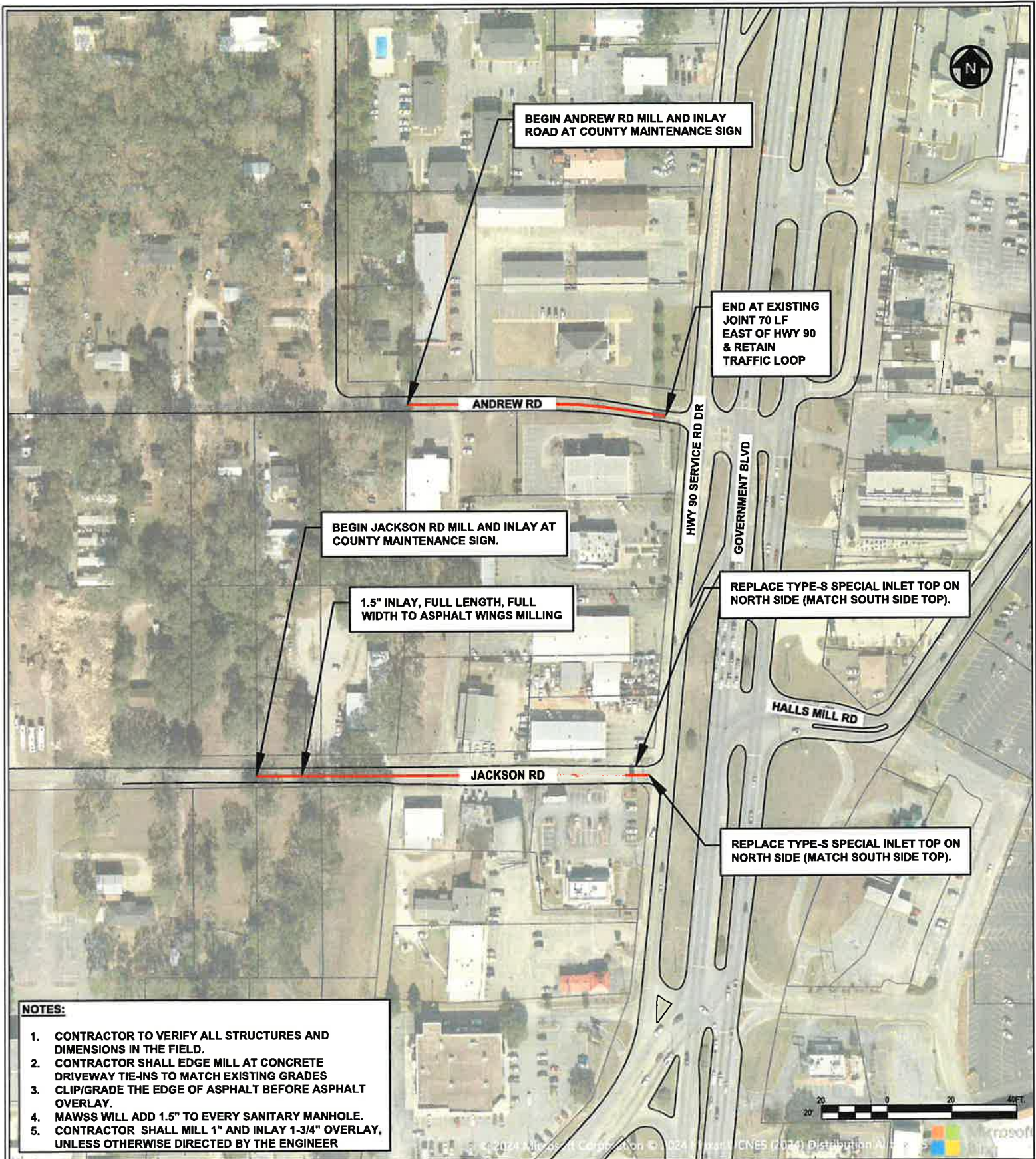
For Maps of Locations, see [2024 District CIP Resurfacing Map Book: District Maps](#)

Sheet Number	Street	Begin Project	End Project
C01-01	Andrew Rd & Jackson Rd area		
	Andrew Rd	County Maintenance	70' W of EOP joint on US HWY 90
	Jackson Rd	County Maintenance	EOP joint on US HWY 90 W
C02-01	Cypress Shores (1) area		
	Brentwood DR	Cypress Shores DR	End
	Canal Cir E	W Canal Circle	Canal Drive
	Canal Cir W	Canal Drive	End
	Canal Dr	Cindy Drive	Benson Drive
	Canal Park	E Canal Circle	End
	Cindy Dr	Higgins Road	End
	Cypress Circle	Cypress Shores Drive	Cypress Shores Drive
	Cypress Shores Dr	Higgins Road	Cypress Shores Drive North
	Cypress Shores Dr North	278' West of Cyp. Shr. Dr. int.	East end of Cul-de-sac
	Emmett Dr	Cindy Drive	Cypress Shores Drive
	Higgins Rd	Existing joint at RxR crossing	End of Pavement
	Nicholl Dr	Point Road	Cypress Shores Drive North
	Pinehurst Dr	Higgins Road	Canal Drive
	Point Rd.	Cypress Shores Drive	End
C02-02	Cypress Shores (2) area		
	Belle Isle Ln	Higgins Road	North End
	Belle Isle Ln N	Belle Isle LN	East End
	Benson Rd	Higgins Road	End at Cul-de-sac
	Blue Gill Cir	Point Road	Sawyer Avenue
	Patricia Dr	Benson Road	End of Asphalt Pavement
	Sawyer Ave	Cypress Shores Drive North	Point Road
C02-03	Cypress Shores (3) area		
	Downey Dr	Tufts Road	Todd Acres Drive
	Todd Acres DR	Sulin Court	Furman Drive
	Tufts Rd	Higgins Road	Downey Drive
C03-01	Dog River area		
	Bass Dr	Dog River Drive North	Dog River Drive South
	Bream Dr	Dog River Drive North	Dog River Drive West
	Creel Court	Parkway Drive	End
	Dog River Ct	Dog River DR N	End at Cul-de-sac Dog River Ct
	Dog River Dr E	Dog River Drive North	Dog River Drive South
	Dog River Dr N	Existing joint at RxR crossing	Dog River CT
	Dog River Dr S + W	Parkway Drive	Dog River Drive North
	Marengo Dr	Dog River Drive North	Dog River Drive South
	Parkway Dr	Dog River Court	end of Parkway DR
	Peer CT	Parkway Drive	end of Peer CT
	Perch Dr	Dog River Drive North	Dog River Drive South
C04-01	Dogwood & Able area		
	Able Ct	Cottage Hill RD	End
	Dogwood Ct N	Cottage Hill RD	End @ E Dogwood CT
	E Dogwood Ct	End	End
C05-01	King St Area		
	Bob St.	Smith Street	End
	Bush St.	Will Casher Lane	End
	Hunter St.	Smith Street	End
	King St.	Smith Street	End
	Mobile St.	Will Casher Lane	Stegall St.
	Short St.	King Street	Hunter Street
	Smith St.	Stegall St.	Hunter Street
	Stegall St.	Smith Street	Mobile Street
	Will Casher Ln.	Smith Street	Belingrath Road
C06-01	Riverchase area		
	Riverchase Dr. N, E, S	Island Locations	Island Locations
C07-01	Todd Acres Area		
	Henning Drive	tangent pt of North curb radius	100' past South curb radius
	Todd Ln (Entrance)	Todd Acres Service Road	Henning Drive
C08-01	Vivian Dr. area		
	Almeda Ct.	Sybel Drive	End
	Sybel Dr	Vivian Drive	End
	Vivian Dr.	Cottage Hill Rd	Sybel Drive

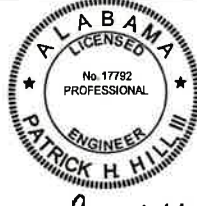
2024 CIP Resurfacing, District 4

Project No. 2024-3005-02

MAPS



- NOTES:**
1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
 2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES
 3. CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
 4. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.
 5. CONTRACTOR SHALL MILL 1" AND INLAY 1-3/4" OVERLAY, UNLESS OTHERWISE DIRECTED BY THE ENGINEER

 205 Government Street Mobile, AL 36644 O: 251-208-7457 cityofmobile.org	LEGEND - PARCELS - ROADWAY RESURFACING - EDGE OF PAVEMENT - NEW ADA RAMP	 CERM CORPORATE ENVIRONMENTAL REGISTRATION 2 Water Street, Suite 300 Mobile, AL 36602 O: 251-690-9080 www.cerm.com	 APPROVED: <i>Patrick H. Hill</i> DATE: MAY 16, 2024	CITY OF MOBILE 2024 DISTRICT 4 CAPITOL IMPROVEMENT PROJECT PRINT DATE: 04/17/2024 ANDREW RD & JACKSON RD SHEET C01-01
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NOTES:

1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES
3. CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
4. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.
5. ALL STREETS THIS SHEET SHALL CONSIST OF OVERLAY UNLESS OTHERWISE NOTED.
6. OVERLAY REQUIRED SHALL BE 1-1/2", UNLESS OTHERWISE NOTED OR DIRECTED BY ENGINEER

BEGIN OVERLAY CYPRESS SHORES DR N AT EXISTING JOIN APPROXIMATELY 278 LF WEST OF CYPRESS SHORES DR

BEGIN BRENTWOOD RD 1" MILL AND 1.5" OVERLAY AT FULL WIDTH OF CUL-DE-SAC.

END BRENTWOOD RD MILL AND OVERLAY AT CYPRESS SHORES DR

BEGIN OVERLAY FOR HIGGINS ROAD EAST OF RAILROAD AT EXISTING JOINT.

100 SF OF FULL DEPTH ASPHALT PATCHING AROUND 2 MANHOLES

MATCHLINE SHEET C02-03

MATCHLINE SHEET C02-02

CLEMSON DR

TODD ACRES DR



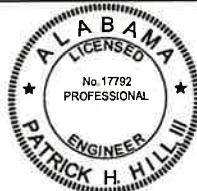
205 Government Street
Mobile, AL 36644
O: 251-208-7457
cityofmobile.org

LEGEND

- PARCELS
- ROADWAY RESURFACING
- EDGE OF PAVEMENT
- NEW ADA RAMP



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www.cerm.com

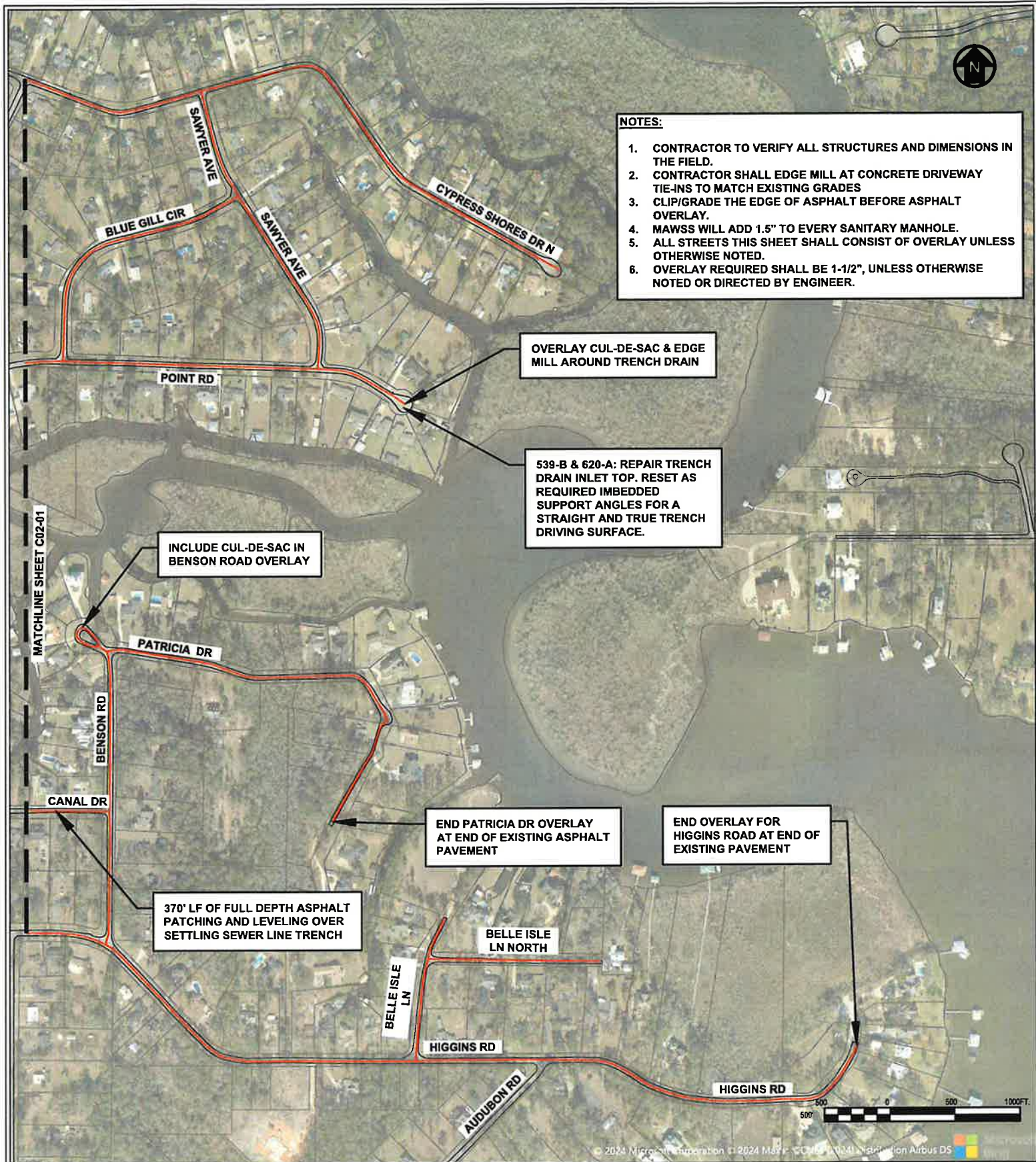


APPROVED: *Patrick H. Hill*
DATE: MAY 16, 2024

CITY OF MOBILE 2024
DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT

PRINT DATE: 04/17/2024

CYPRESS SHORES 1
SHEET C02-01



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O: 251-208-7457
cityofmobile.org

LEGEND

- PARCELS
- ROADWAY RESURFACING
- EDGE OF PAVEMENT
- NEW ADA RAMP



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www.cerm.com

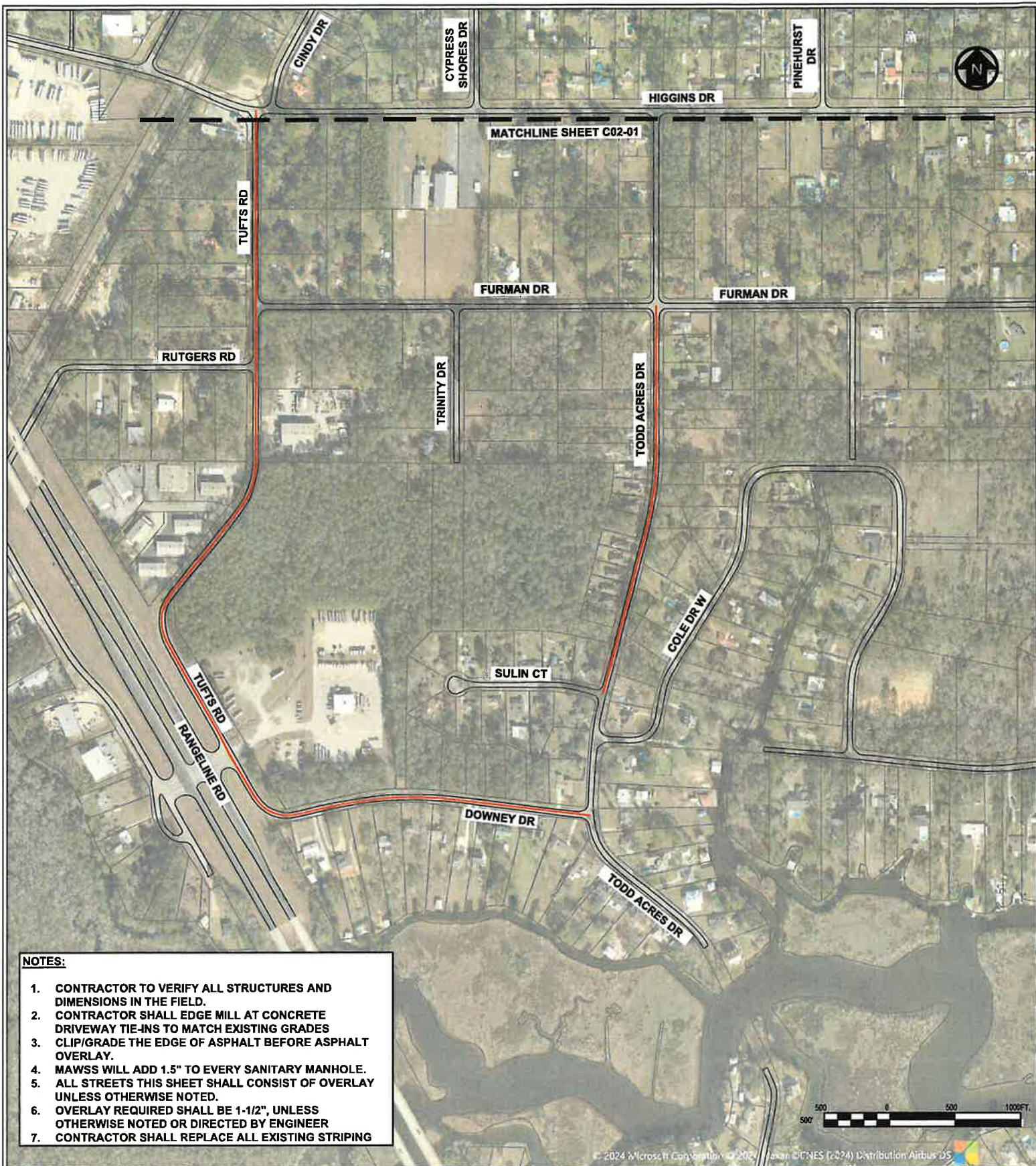


APPROVED: *Patrick H. Hill*
DATE: MAY 16, 2024

CITY OF MOBILE 2024
DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT

PRINT DATE: 04/17/2024

CYPRESS SHORES 2
SHEET C02-02



- NOTES:**
1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
 2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES
 3. CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
 4. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.
 5. ALL STREETS THIS SHEET SHALL CONSIST OF OVERLAY UNLESS OTHERWISE NOTED.
 6. OVERLAY REQUIRED SHALL BE 1-1/2", UNLESS OTHERWISE NOTED OR DIRECTED BY ENGINEER
 7. CONTRACTOR SHALL REPLACE ALL EXISTING STRIPING



205 Government Street
Mobile, AL 36644
O: 251-208-7457
cityofmobile.org

LEGEND

- PARCELS
- ROADWAY RESURFACING
- EDGE OF PAVEMENT
- NEW ADA RAMP



C E R M

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Mobile, AL 36602
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APPROVED: *Patrick H. Hill*
DATE: MAY 16, 2024

**CITY OF MOBILE 2024
DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT**

PRINT DATE: 04/17/2024

**CYPRESS SHORES 3
SHEET C02-03**

NOTES:

1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
3. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.
4. ALL STREETS THIS SHEET SHALL CONSIST OF OVERLAY UNLESS OTHERWISE NOTED.
5. OVERLAY REQUIRED SHALL BE 1-1/2", UNLESS OTHERWISE NOTED OR DIRECTED BY ENGINEER
6. CONTRACTOR SHALL REPLACE ALL EXISTING STRIPING
7. CONTRACTOR WILL INSTALL 39 NEW ADA RAMP AS INDICATED ON PLANS.
8. SEVERAL ADA RAMP INSTALLATIONS WILL REQUIRE FENCE RELOCATION OFF OF CITY ROW AS DIRECTED BY ENGINEER (SEE ITEM 637-A1).

REMOVE/REPLACE
CONCRETE
PAVING 62 SY

REMOVE/REPLACE
CONCRETE
PAVING 100 SY

DOG RIVER
CT

PARKWAY DR

DOG RIVER DR E

CLEAR DRAINAGE
CHANNEL TO
CONCRETE
SURFACE BY
REMOVAL OF
APPROX. 60 CY OF
UNCLASSIFIED
EXCAVATION.

REMOVE/REPLACE
CONCRETE
PAVING 120 SY
EACH

REMOVE/REPLACE
CONCRETE
PAVING 56 SY

REMOVE/REPLACE
CONCRETE
PAVING 80 SY

REMOVE/REPLACE
CONCRETE
PAVING 112 SY

REMOVE AND REPLACE EXISTING
ADA RAMP. INSTALL
LONGITUDINAL BAR CROSSWALK
STRIPING BETWEEN RAMP.

200 LF CROSS-SLOPE CORRECTION,
USE ASPHALT LEVELING TO
ACHIEVE POSITIVE DRAINAGE

RESURFACE WHOLE INTERSECTION
UP TO THE R&R ROW JOINT AND
SIDEWALK TO YIELD SIGN

500 0 500 1000 FT

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LEGEND

- PARCELS
- ROADWAY
RESURFACING
- EDGE OF
PAVEMENT
- NEW ADA
RAMP



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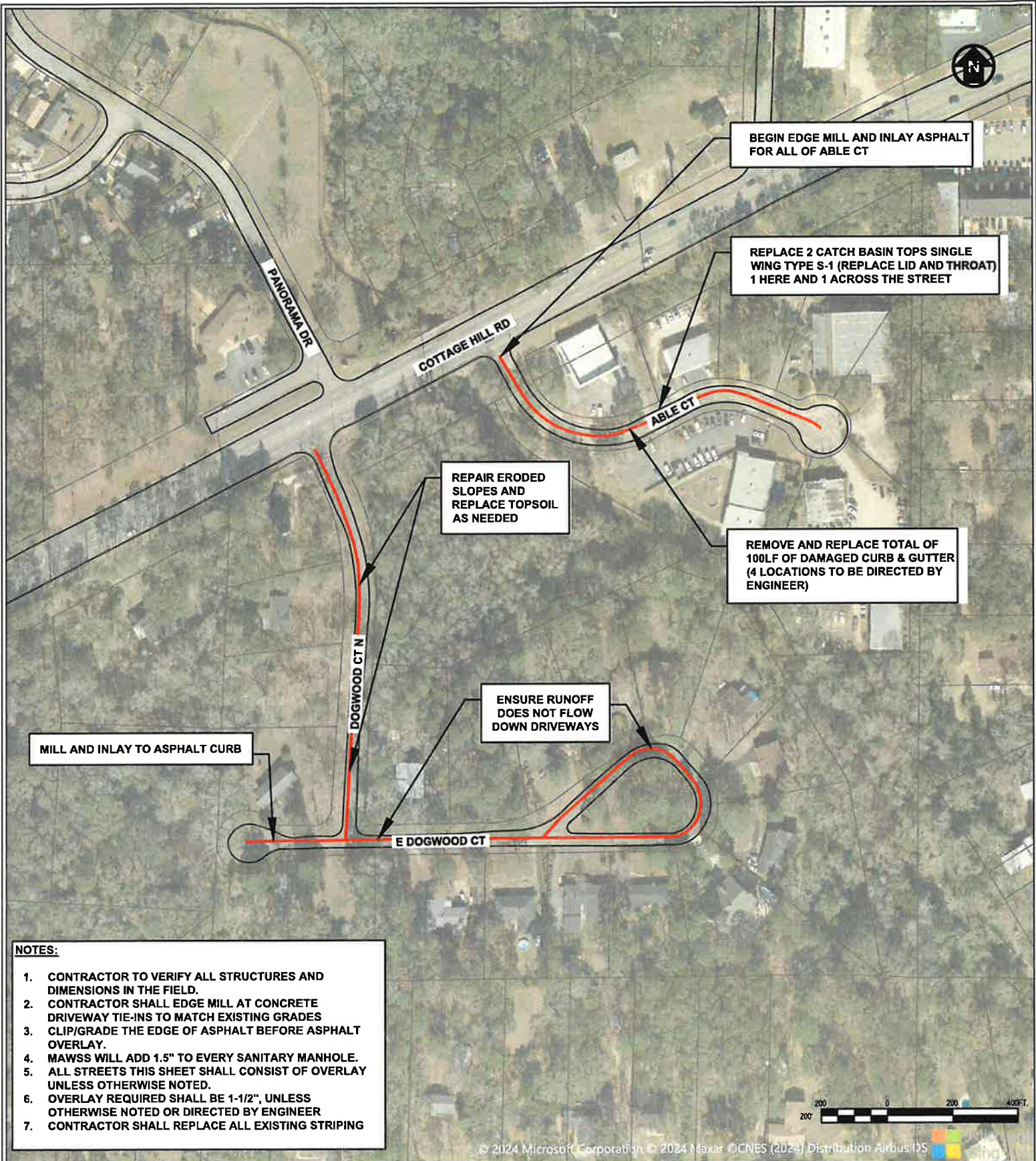


APPROVED: *Patrick H. Hill*
DATE: MAY 16, 2024

CITY OF MOBILE 2024
DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT

PRINT DATE: 04/17/2024

DOG RIVER
SHEET C03-01



- NOTES:**
1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
 2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES
 3. CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
 4. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.
 5. ALL STREETS THIS SHEET SHALL CONSIST OF OVERLAY UNLESS OTHERWISE NOTED.
 6. OVERLAY REQUIRED SHALL BE 1-1/2", UNLESS OTHERWISE NOTED OR DIRECTED BY ENGINEER
 7. CONTRACTOR SHALL REPLACE ALL EXISTING STRIPING



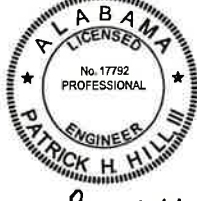
205 Government Street
Mobile, AL 36644
O: 251-208-7457
cityofmobile.org

LEGEND

- PARCELS
- ROADWAY RESURFACING
- EDGE OF PAVEMENT
- NEW ADA RAMP



CERM
2 Water Street, Suite 300
Mobile, AL 36602
O: 251-690-9080
www.cerm.com

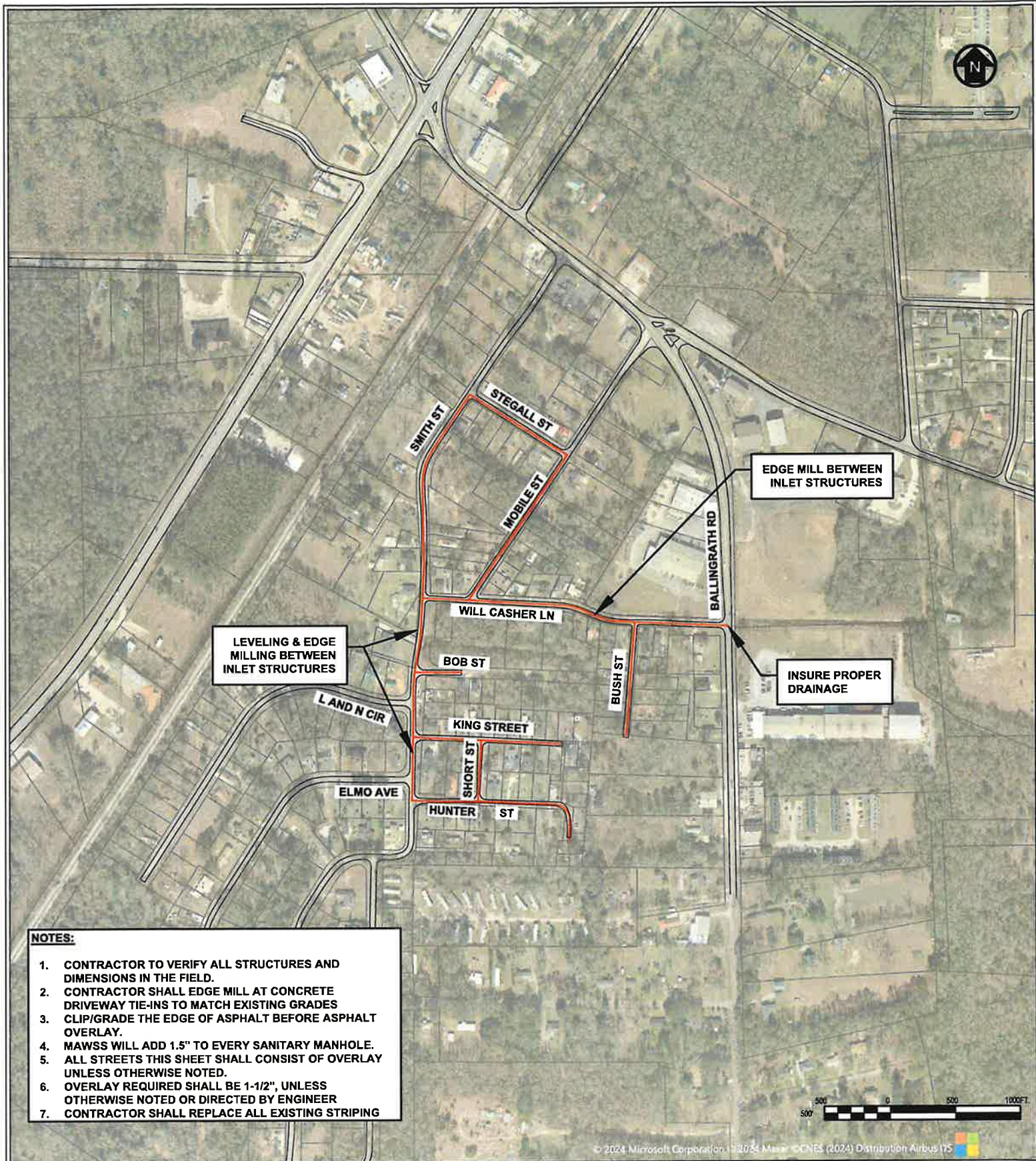


APPROVED: *Patrick H. Hill III*
DATE: MAY 16, 2024

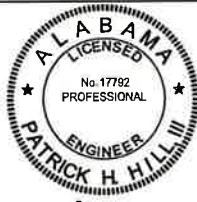
**CITY OF MOBILE 2024
DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT**

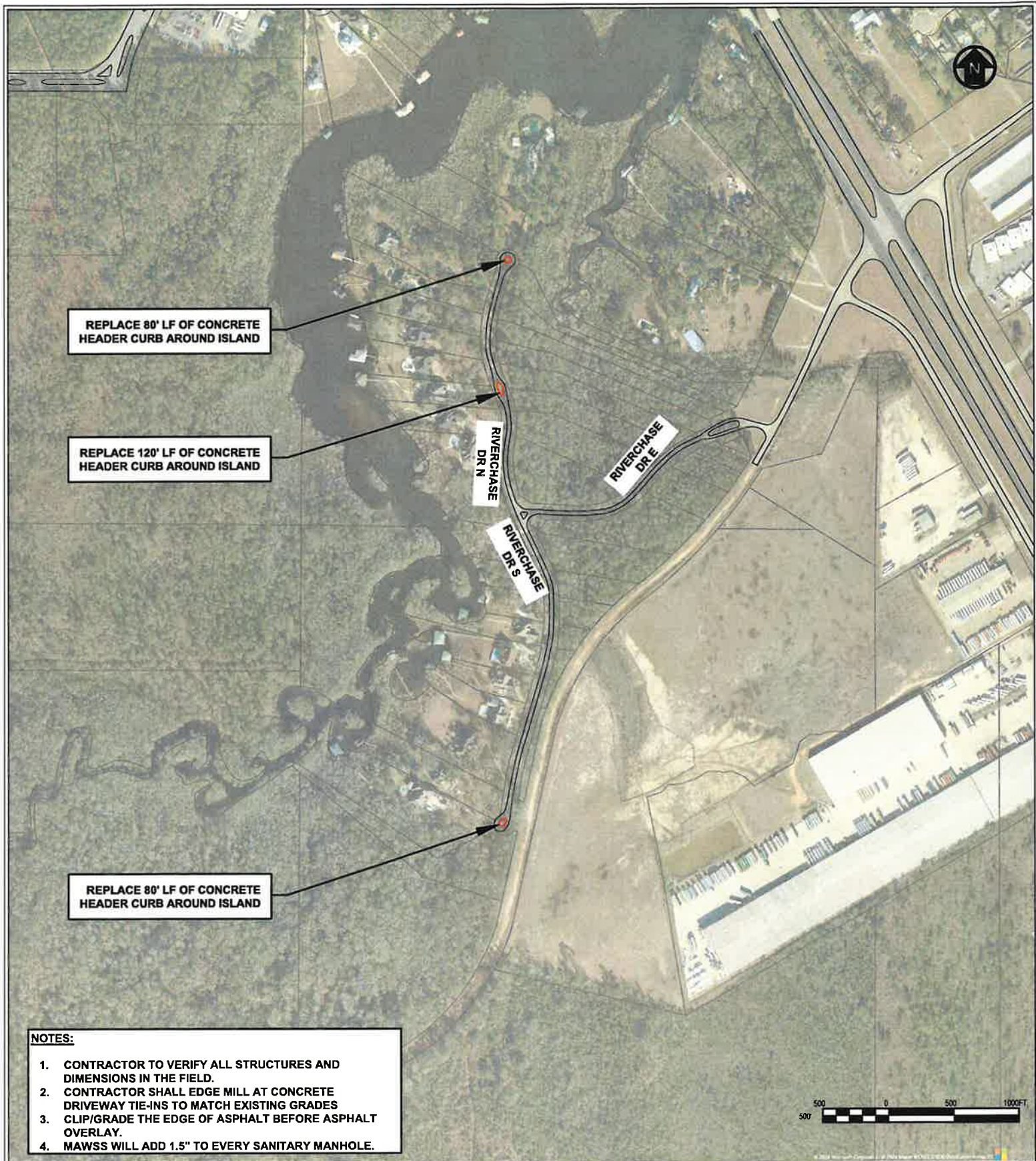
PRINT DATE: 04/17/2024

**DOGWOOD & ABLE
SHEET C04-01**



- NOTES:**
1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
 2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES
 3. CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
 4. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.
 5. ALL STREETS THIS SHEET SHALL CONSIST OF OVERLAY UNLESS OTHERWISE NOTED.
 6. OVERLAY REQUIRED SHALL BE 1-1/2", UNLESS OTHERWISE NOTED OR DIRECTED BY ENGINEER
 7. CONTRACTOR SHALL REPLACE ALL EXISTING STRIPING

 205 Government Street Mobile, AL 36644 O: 251-208-7457 cityofmobile.org	LEGEND - PARCELS - ROADWAY RESURFACING - EDGE OF PAVEMENT - NEW ADA RAMP	 C E R M COORDINATE ENVIRONMENTAL RESOURCES MANAGEMENT 2 Water Street, Suite 300 Mobile, AL 36602 O: 251-690-9080 www.cerm.com	 APPROVED: <i>Patrick H. Hill III</i> DATE: MAY 16, 2024	CITY OF MOBILE 2024 DISTRICT 4 CAPITOL IMPROVEMENT PROJECT PRINT DATE: 04/17/2024 KING ST SHEET C05-01
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NOTES:

1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES
3. CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
4. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.



205 Government Street
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O: 251-208-7457
cityofmobile.org

LEGEND

- PARCELS
- ROADWAY RESURFACING
- EDGE OF PAVEMENT
- NEW ADA RAMP



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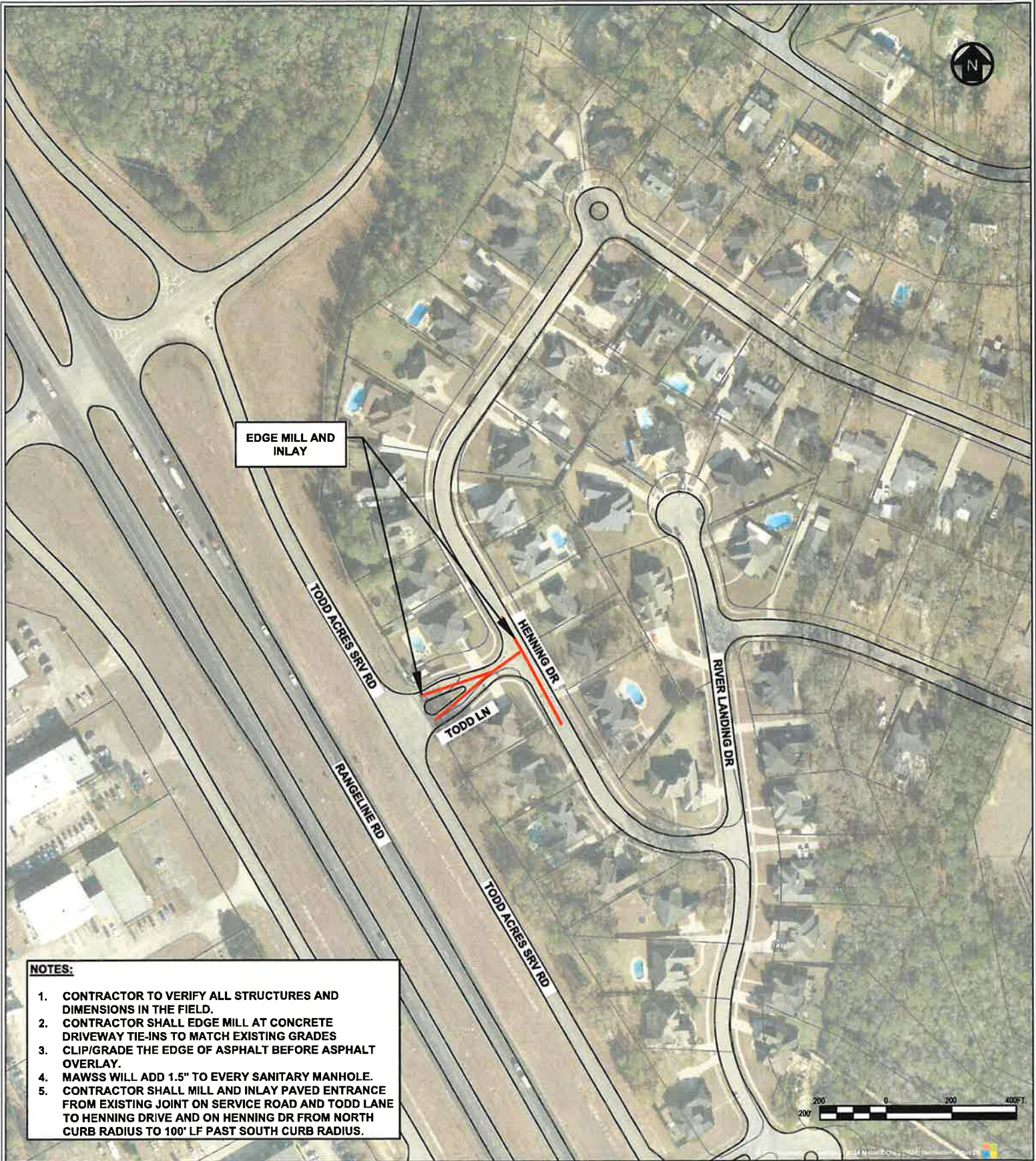


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DATE: MAY 16, 2024

**CITY OF MOBILE 2024
DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT**

PRINT DATE: 04/17/2024

**RIVERCHASE
SHEET C06-01**



NOTES:

1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES
3. CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
4. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.
5. CONTRACTOR SHALL MILL AND INLAY PAVED ENTRANCE FROM EXISTING JOINT ON SERVICE ROAD AND TODD LANE TO HENNING DRIVE AND ON HENNING DR FROM NORTH CURB RADIUS TO 100' LF PAST SOUTH CURB RADIUS.



205 Government Street
Mobile, AL 36644
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LEGEND

- PARCELS
- ROADWAY RESURFACING
- EDGE OF PAVEMENT
- NEW ADA RAMP



C E R M

ENGINEERING & CONSTRUCTION

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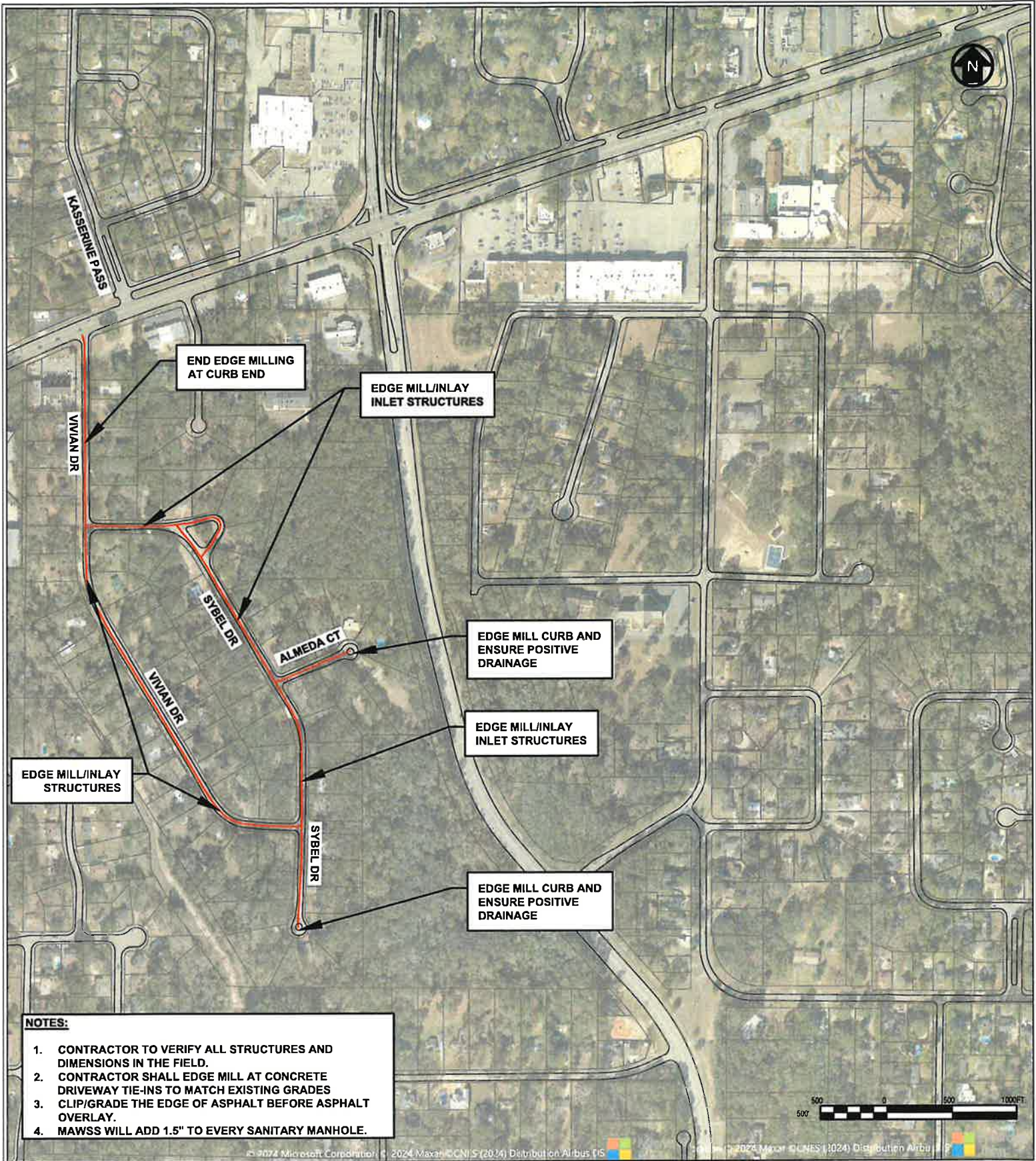


APPROVED: *Patrick H. Hill*
DATE: MAY 16, 2024

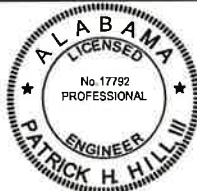
**CITY OF MOBILE 2024
DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT**

PRINT DATE: 04/17/2024

**TODD ACRES
AREA
SHEET C07-01**



- NOTES:**
1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
 2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES
 3. CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
 4. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.

 205 Government Street Mobile, AL 36644 O: 251-208-7457 cityofmobile.org	LEGEND - PARCELS - ROADWAY RESURFACING - EDGE OF PAVEMENT - NEW ADA RAMP	 C E R M COMMUNITY ENGINEERING & REPAIR METHODS 2 Water Street, Suite 300 Mobile, AL 36602 O: 251-690-9080 www.cerm.com	 APPROVED: <i>Patrick H. Hill III</i> DATE: MAY 16, 2024	CITY OF MOBILE 2024 DISTRICT 4 CAPITOL IMPROVEMENT PROJECT PRINT DATE: 04/17/2024 VIVIAN DR SHEET C08-01
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2024 CIP Resurfacing, District 4

Project No. 2024-3005-02

QUANTITIES

2024 District 4 CIP Resurfacing Project — ROAD REPAIR

Units	Milling/Inlay				Overlay				Tie Ins @ 110 bl/sy asphalt	Asphalt levelling 424A-360	Asphalt Total	Street Width
	LF	SF	SY	TONS @ 1.75"	LF	SF	SY	TONS @ 1.5"	TONS @ 424A-360	TONS @ 424A-360	Tons	
				1.75"				1.5"	1.5"	1.5"		
				424A-360				424A-360	424A-360	424A-360		
				195				165				
STREETS / AREAS				1.75" Thick => Spreadrate in LBS/SY of 195 ;				1.5" Thick => Spreadrate in LBS/SY of 165				
Andrew RD & Jackson RD Area / Sheet C01-01												
Andrew Rd	445	10,880	1,187	116							116	24
Jackson Rd	655	20,980	2,329	227							227	32
Cypress Shores (1) Area / Sheet C02-01												
Brentwood Dr					820	18,040	2,004	185		110	276	22
Canal Cir E					1,548	30,960	3,440	284			284	20
Canal Cir W					189	4,158	462	38			38	22
Canal Dr					3,146	62,920	6,991	577			577	20
Canal Park					349	6,980	776	64			64	20
Cindy Dr					1,870	37,400	4,156	343			343	20
Cypress Circle					416	8,320	924	76			76	20
Cypress Shores Dr					4,000	88,000	9,778	807			807	22
Cypress Shores Dr N					3,280	72,160	8,018	661			661	22
Emmett Dr					1,525	33,550	3,728	308			308	22
Higgins Rd					7,138	157,036	17,448	1,439			1,439	22
Nicholl Dr					1,371	30,162	3,351	276			276	22
Pinhurst Dr					472	9,440	1,049	87			87	20
Point Rd.					2,847	58,234	6,470	534			534	22
Cypress Shores (2) Area / Sheet C02-02												
Bell Isle Ln					625	12,500	1,389	115			115	20
Bell Isle Ln N					867	12,006	1,334	110			110	18
Benson Rd					1,146	22,920	2,547	210			210	20
Blue Gill Cir					1,078	21,560	2,396	198			198	20
Patricia Dr					1,758	35,180	3,907	322		215	537	20
Sawyer Ave					1,203	26,486	2,941	243			243	22
Cypress Shores (3) Area / Sheet C02-03												
Downey Dr					1,528	33,616	3,735	308			308	22
Todd Acres DR (Furman to Sulin)	1,587	38,088	4,232	413						233	645	24
Tufts Rd					2,887	59,114	6,588	542			542	22
Dog River Area / Sheet C03-01												
Bass Dr	873	19,206	2,134	208							208	22
Bream Dr	880	19,360	2,151	210						100	310	22
Creel Court	290	6,380	709	69							69	22
Dog River CT	479	10,538	1,171	114							114	22
Dog River Dr E	843	18,546	2,061	201							201	22
Dog River Dr N	3,187	70,114	7,790	760					28		788	22
Dog River Dr S + W	2,622	57,684	6,409	625							625	22
Marango Dr	1,025	22,550	2,508	244							244	22
Parkway Dr	1,290	33,540	3,727	363							363	26
Peer Ct	238	6,188	688	67							67	26
Perch Dr	926	20,372	2,284	221							221	22
Dogwood & Able area / Sheet C04-01												
Able Ct	622	13,684	1,520	148							148	22
Dogwood Ct N	700	15,400	1,711	167							167	22
E Dogwood Ct	1,090	23,980	2,664	260							260	22
King St Area / Sheet C05-01												
Bob St.					542	9,756	1,084	89			89	18
Bush St.					443	7,974	886	73			73	18
Hunter St.					731	10,234	1,137	94			94	14
King St.					575	11,500	1,278	105		70	176	20
Mobile St.	1,167	28,008	3,112	303	—	—	—	—			303	24
Short St.	—	—	—	—	238	2,856	317	26			26	12
Smith St.	2,113	50,712	5,635	549	—	—	—	—			549	24
Stagall St.	—	—	—	—	447	9,834	1,093	90			90	22
Will Casher Ln.	1,203	26,486	2,941	287						162	448	22
Riverchase area / Sheet C06-01												
Riverchase Dr. N. E. S											—	
Todd Acres Area / Sheet C07-01												
Henning Dr	675	14,850	1,650	161							161	22
Todd Ln (entrance)	175	3,850	428	42							42	22
Vivian Dr. area / Sheet C08-01												
Almeda Ct.	315	8,190	910	89							89	26
Sybel Sr	2,101	54,626	6,070	592						334	926	26
Vivian Dr.	2,364	61,464	6,829	666						376	1,041	26

TOTALS	27,865	655,436	7,101	42439	892856	8,185	28	1,599	16,912
	LF	SF	Tons asphalt at 1.75"	LF	SF	Tons asphalt overlay & inlay at 1.5"	Tie-Ins Tons asphalt at 1.5"	Tons asphalt for levelling	Tons asphalt any thickness

2024 District 4 CIP Resurfacing Project -- MILLING SCHEDULE

	Street Length	Street Width	Full Mill 1.0"~2.0"	Edge Mill 1.0"~2.0"	Tie-Ins	has curb and gutter
Units	FT	FT	SY	SY	SY	YES = X
STREETS / AREAS						
Andrew RD & Jackson RD Area / Sheet C01-01						
Andrew Rd	445	24	1,187			x
Jackson Rd	655	32	2,329			x
Cypress Shores (1) Area / Sheet C02-01						
Brentwood Dr	820	22	2,004			
Canal Cir E	1,548	20				
Canal Cir W	189	22				
Canal Dr	3,146	20	6,991			
Canal Park	349	20				
Cindy Dr	1,670	20				
Cypress Circle	416	20				
Cypress Shores Dr	4,000	22				
Cypress Shores Dr N	3,280	22				
Emmett Dr	1,525	22				
Higgins Rd	7,138	22				
Nicholl Dr	1,371	22				
Pinehurst Dr	472	20				
Point Rd.	2,647	22				
Cypress Shores (2) Area / Sheet C02-02						
Bell Isle Ln	625	20				
Bell Isle Ln N	667	18				
Benson Rd	1,146	20				
Blue Gill Cir	1,078	20				
Patricia Dr	1,758	20	3,907			
Sawyer Ave	1,203	22				
Cypress Shores (3) Area / Sheet C02-03						
Downey Dr	1,528	22				
Todd Acres DR (Furman to Sulin)	1,587	24	4,232			x
Tufts Rd	2,687	22				
Dog River Area / Sheet C03-01						
Beas Dr	873	22		2,134		x
Bream Dr	880	22	2,151			x
Creel Court	290	22		709		x
Dog River CT	479	22		1,171		x
Dog River Dr E	843	22		2,081		x
Dog River Dr N	3,187	22		7,790	513	x
Dog River Dr S + W	2,622	22		6,409		x
Marengo Dr	1,025	22		2,506		x
Parkway Dr	1,290	26		3,727		x
Peer Ct	238	26		688		x
Perch Dr	926	22		2,264		x
Dogwood & Able area / Sheet C04-01						
Able Ct	622	22		1,520		x
Dogwood Ct N	700	22		1,711		x
E Dogwood Ct	1,090	22		2,664		x
King St Area / Sheet C05-01						
Bob St.	542	18		1,084		
Buah St.	443	18		886		
Hunter St.	731	14		1,137		
King St.	575	20	1,278			
Mobile St.	1,167	24		3,112		x
Short St.	238	12				
Smith St.	2,113	24		5,635		x
Stegall St.	447	22				
Will Casher Ln.	1,203	22	2,941			x
Riverchase area / Sheet C06-01						
Riverchase Dr. N, E, S						
Todd Acres Area / Sheet C07-01						
Henning Dr	675	22		1,650		x
Todd Ln (entrance)	175	22	428			x
Vivian Dr. area / Sheet C08-01						
Almeda Ct.	315	26		910		x
Sybel Sr	2,101	26	6,070			x
Vivian Dr.	2,364	26	6,829			x

TOTAL	70,304	40,346	49,767	513
	LF			

2024 District 4 CIP Resurfacing Project – INFRASTRUCTURE REPAIR LOCATIONS

TOTAL

2024 District 4 CIP Resurfacing Project -- ADA RAMPS

	ADA Ramp - as detailed		T. Dome	Curb & Gutter		Sidewalk	
	Number	Quantity	Quantity	Remove	Install	Remove 3'	Install 4'
Units	EA	SY	SF	LF	LF	SY	SY
STREETS / AREAS							
Andrew RD & Jackson RD Area / Sheet C01-01							
Andrew Rd							
Jackson Rd							
Cypress Shores (1) Area / Sheet C02-01							
Brentwood Dr							
Canal Cir E							
Canal Cir W							
Canal Dr							
Canal Park							
Cindy Dr							
Cypress Circle							
Cypress Shores Dr							
Cypress Shores Dr N							
Emmett Dr							
Higgins Rd							
Nicholl Dr							
Pinehurst Dr							
Point Rd.							
Cypress Shores (2) Area / Sheet C02-02							
Bell Isle Ln							
Bell Isle Ln N							
Benson Rd							
Blue Gill Cir							
Patricia Dr							
Sawyer Ave							
Cypress Shores (3) Area / Sheet C02-03							
Downey Dr							
Todd Acres DR (Furman to Sulin)							
Tufts Rd							
Dog River Area / Sheet C03-01							
Bass Dr	4	26	40	120	120	6.67	8.89
Bream Dr	4	26	40	120	120	26.68	35.56
Creel Court	2	13	20	60	60	6.67	8.89
Dog River CT	2	13	20	60	60	13.34	17.78
Dog River Dr E	4	26	40	120	120	26.68	35.56
Dog River Dr N	2	13	20	60	60	13.34	17.78
Dog River Dr S + W	2	13	20	60	60	13.34	17.78
Marengo Dr	6	19.5	60	180	180	40.02	53.34
Park AV	1	6.5	10	30	30	6.67	8.89
Parkway Dr	4	26	40	120	120	26.68	35.56
Peer Ct	4	26	40	120	120	26.68	35.56
Perch Dr	4	26	40	120	120	26.68	35.56
Dogwood & Able area / Sheet C04-01							
Able Ct							
Dogwood Ct N							
E Dogwood Ct							
King St Area / Sheet C05-01							
Bob St.							
Bush St.							
Hunter St.							
King St.							
Mobile St.							
Short St.							
Smith St.							
Stegall St.							
Will Casher Ln.							
Riverchase area / Sheet C06-01							
Riverchase Dr. N, E, S							
Todd Acres Area / Sheet C07-01							
Henning Dr							
Todd Ln (entrance)							
Vivian Dr. area / Sheet C08-01							
Almeda Ct							
Sybel Sr							
Vivian Dr.							
TOTAL	39	234	390	1,170	1,170	233	311

2024 CIP Resurfacing, District 4

Project No. 2024-3005-02

GUARDRAIL REPAIR

Damaged guardrail locations:

1. NE Guardrail on Todd Acres Drive @ Rabbit Creek.
2. Eastside Guardrail on Bowers Lane @ Muddy Creek.
3. End Anchor on SB Demetropolis Road just South of US 90.
4. SE Damaged Guardrail at 4881 Halls Mill Road (Bridge over Spring Branch)
5. NW Guardrail End Anchor on SB Ridgeline Road at Rattlesnake Bayou



SITE 1:

TODD ACRES DRIVE @ RABBIT CREEK

- 1. REMOVE AND REPLACE DAMAGED POST AND GUARDRAIL 60 LF.**



SITE 2:

BOWERS LANE @ MUDDY CREEK

- 1. REMOVE POST, RAIL, AND ANCHORS**
- 2. INSTALL TWO (2) TYPE 20 GUARDRAIL END ANCHORS**
- 3. INSTALL 80 LF POST AND RAIL**



SITE 3:

SB ON DEMETRPOLIS ROAD JUST SOUTH OF US HWY 90

- 1. REMOVE POST AND RAIL.**
- 2. REMOVE/REPLACE 1 (ONE) TYPE 20 GUARDRAIL END ANCHOR.**



SITE 4:

@ 4881 Halls Mill Road (Bridge over Spring Branch)

1. REMOVE POST, RAIL, AND ANCHORS

2. INSTALL 26 LF OF POST AND RAIL



SITE 5:

RIDGELINE ROAD @ RATTLESNAKE BAYOU

- 1. REMOVE POST, RAIL, AND ANCHORS**
- 2. INSTALL TYPE 20 GUARDRAIL END ANCHOR**

2024 CIP Resurfacing, District 4

Project No. 2024-3005-02

CONSTRUCTION DETAILS

CURB RAMP TYPE A DETAILS

1. DETECTABLE WARNING OR TRUNCATED DOME SURFACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE A118.19 DETAIL FOR NEW CONSTRUCTION OR MAINTENANCE. DETECTABLE WARNING SURFACES SHALL BE 24" WIDE X 48" IN LENGTH AND SHALL HAVE A MECHANISM FOR ANCHORING INTO CONCRETE THAT ALLOWS EAST REMOVAL AND REPLACEMENT.

2. RAMP LOCATIONS ARE TO BE COORDINATED WITH THE ENGINEER OR ENGINEERS AND SHALL COMPLY WITH ALL ADA REGULATIONS. CROSSWALK WARNING DETAILS ARE APPROPRIATE IN THE PAVEMENT AND CAN BE ADJUSTED IN THE FIELD.

3. IF A CURB RAMP IS LOCATED WHERE PEDESTRIANS MUST WALK ACROSS THE RAMP, THE RAMP SHALL BE 110" WIDE. THE RAMP SHALL BE 12" PREFERRED AND 110" MAX. CURB RAMP WITH REQUIRED CURBS MAY BE USED WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP.

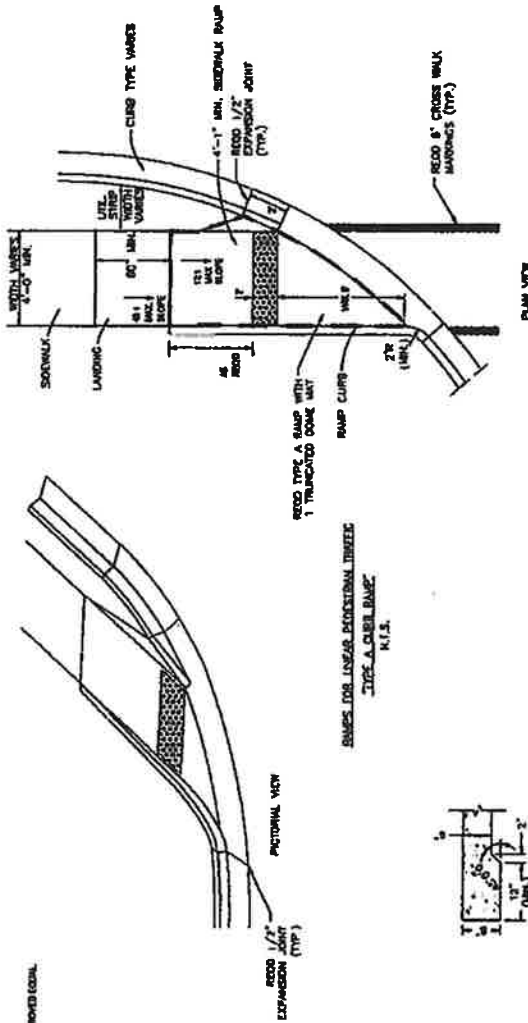
4. CURB RAMP DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL WIDTH OF THE RAMP AND TO A DEPTH OF 24" FROM THE BACK OF CURB DETECTABLE WARNING SURFACES SHALL BE INSTALLED NO GREATER THAN 3" FROM THE BACK OF CURB OR EDGE OF PAVEMENT. DETECTABLE WARNING SURFACES ARE NOT TO BE CONSIDERED AS A TRUNCATED DOME PATTERN IN CONFORMANCE WITH U.S. DEPARTMENT OF JUSTICE ADA GUIDELINES FOR ACCESSIBILITY REQUIREMENTS.

5. ALL TRUNCATED DOMES SHALL BE COLORFUL RED. FEDERAL COLOR NUMBER 20109.

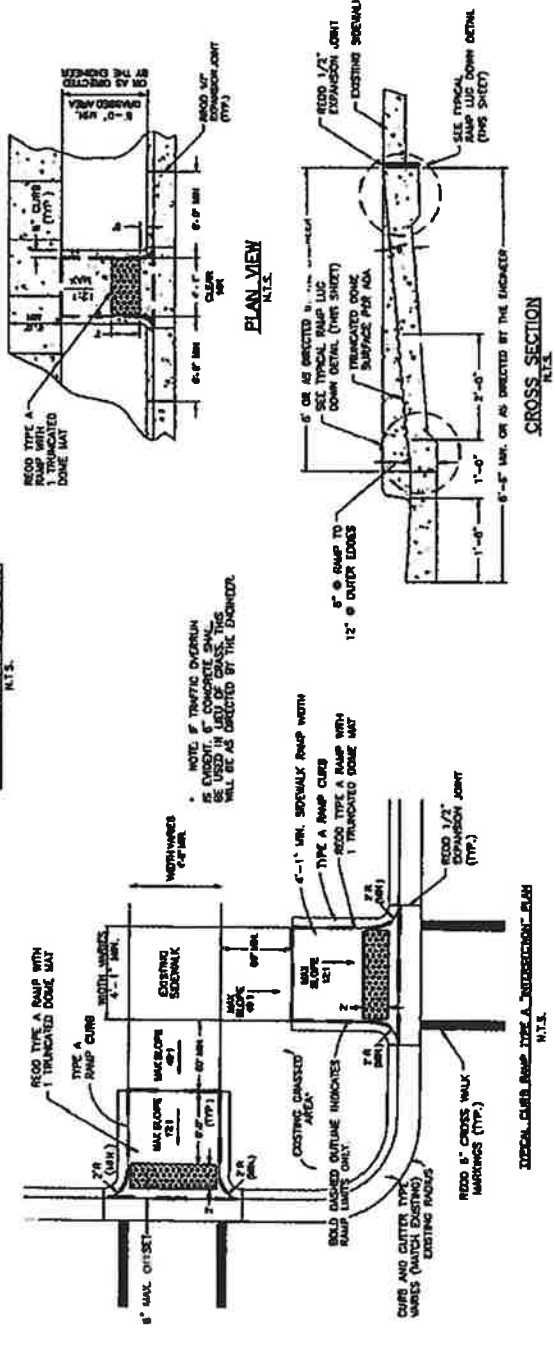
6. CURB CUT RAMP SHALL BE CONSTRUCTED USING 1:1.8 AS A DESIRED SLOPE OR AS DIRECTED BY THE ENGINEER. CURB CUT RAMP SHALL NOT EXCEED 1:1.2 SLOPE AND SHALL BE CONSTRUCTED AS REQUIRED BY THE ENGINEER. THE RAMP SHALL BE 110" WIDE AND 110" MAX BE USED BUT SHALL NOT EXCEED 15'.

7. WARE SURFACING IS INSTALLED WITHIN EXISTING CURB OR CURB AND GUTTER. THE EXISTING CURB OR GUTTER SHALL BE MAINTAINED. THE DETECTABLE WARNING SURFACES SHALL BE WITHIN THE LIMITS OF CONSTRUCTION. EXISTING SIDEWALK SHALL BE REMOVED TO THE NEAREST JOINT AS POSSIBLE. IF SIDEWALK IS TO BE REMOVED AT A NON JOINT, THE CONTRACTOR IS TO ENSURE THE REMAINING SIDEWALK HAS A MINIMUM OF A 4' LENGTH.

8. FOR UNIFORMITY, ALL SUBGRADE, BASE, RAMP AND SIDEWALK SHALL BE LOCATED AND COMPACTED TO REQUIRED DENSITY. ADEQUATE BASE COURSE SHALL BE ADDED TO THE SUBGRADE TO RAMP WHERE VEHICULAR OVER-SHOOTING IS ANTICIPATED. THE BASE COURSE WILL BE ADDED PER DIRECTION OF THE ENGINEER OR ENGINEERS REPRESENTATIVE.



TYPICAL RAMP LUG DOWN
N.T.S.



NOTE:
REVISION 1: ALL SIDEWALK
WIDTHS ARE TO BE 5' - 0" MIN.
DATE: 05/21/2024

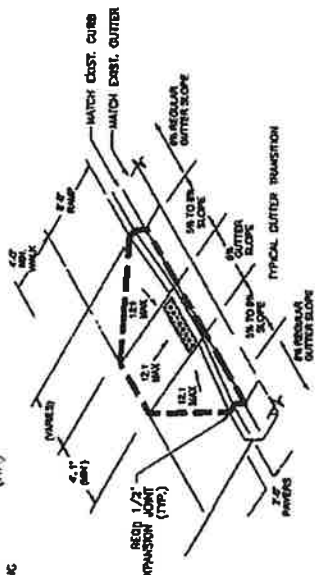
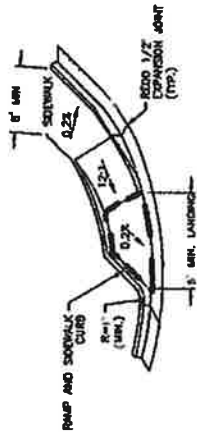
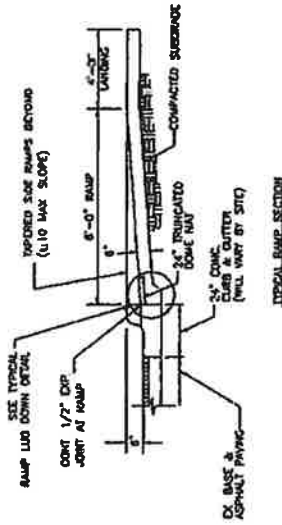
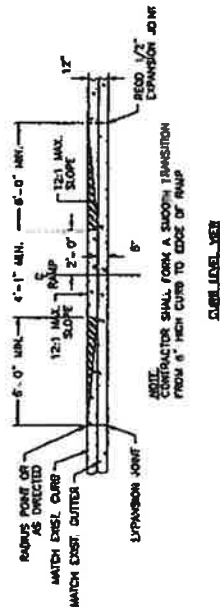
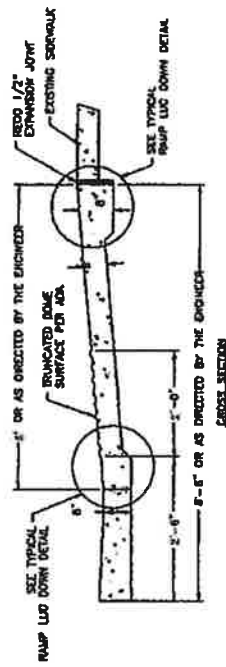
GENERAL, OPTICABLE, WARPING AND SLOWLY CONSTRUCTION NOTES:

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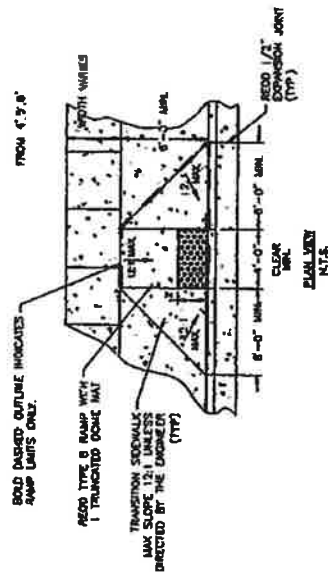


CURB RAMP TYPE B DETAILS

NOTE:
1. TYPICAL CUTTER TRANSITION SHOWN. THIS SHEET SHALL APPLY FOR ALL RAMPS. MODIFY EXISTING CURB AND CUTTER SECTIONS



TYPE B CURB RAMP DETAILING
WITH TYPICAL CUTTER TRANSITION
N.T.S.

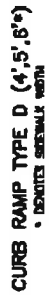


NAME: JIM LINDSEY, PROJECT: JIM LINDSEY
TYPE: B CURB RAMP
N.T.S.

CURB RAMP TYPE B (4', 5', 6')
N.T.S.

NOTES

1. 4' CONDITIONS SHOWN IN DETAILS # 5' OR 6' SIDEWALK CONDITIONS
DOST, MATCH SLOPE AND TRANSITION REQUIREMENTS AND ADJUST
SIDEWALK LENGTHS UNLESS AS NECESSARY

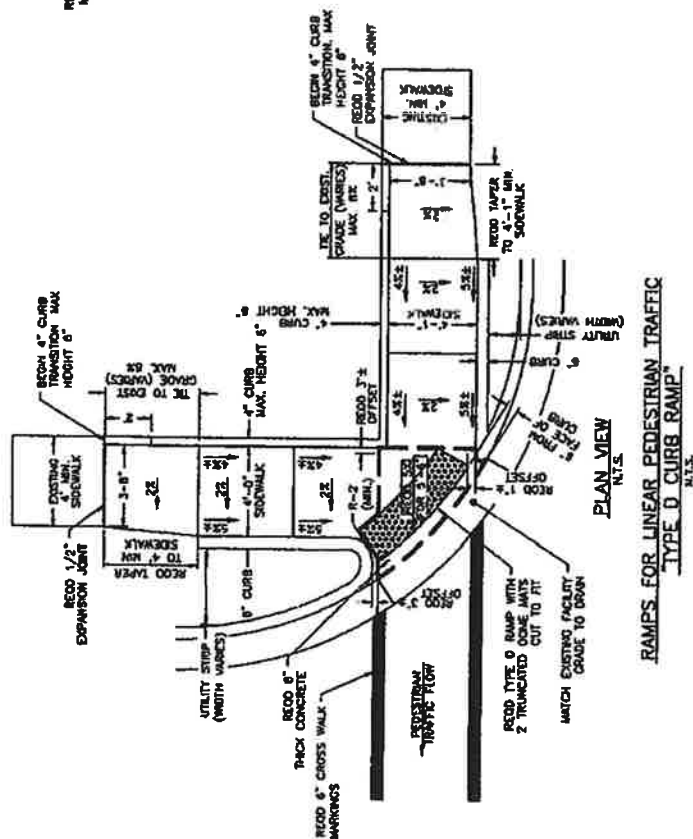


NOTE:

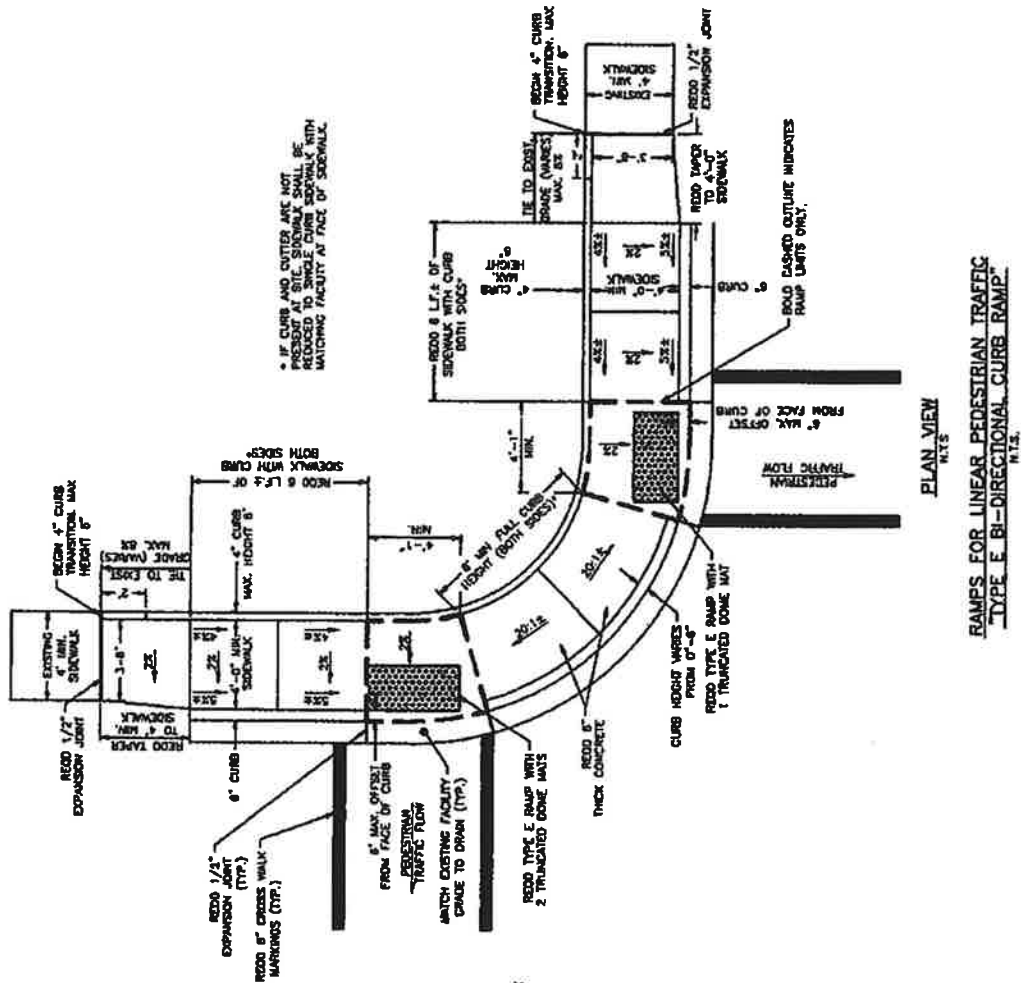
**REVISION 1: ALL SIDEWALK WIDTHS ARE TO BE 5' - 0" MIN.
DATE: 05/21/2024**

CURB RAMP TYPE D AND E DETAILS

NOTES:
1. 4' CONDITIONS SHOWN IN DETAILS. IF 5' OR 6' SIDEWALK CONDITIONS EXIST, MATCH SLOPE AND TRANSITION REQUIREMENTS AND ADJUST SIDEWALK LENGTHS IN FIELD AS NECESSARY.



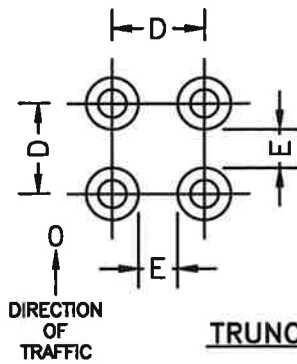
RAMP FOR LINEAR PEDESTRIAN TRAFFIC
"TYPE D CURB RAMP"
N.T.S.



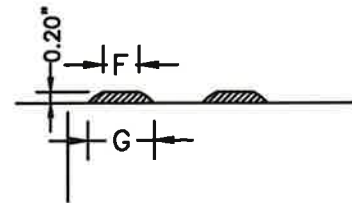
RAMP FOR LINEAR PEDESTRIAN TRAFFIC
"TYPE E BI-DIRECTIONAL CURB RAMP"
N.T.S.

CURB RAMP TYPE D AND TYPE E (4', 5', 6'±)
* DENOTES SIDEWALK WIDTH

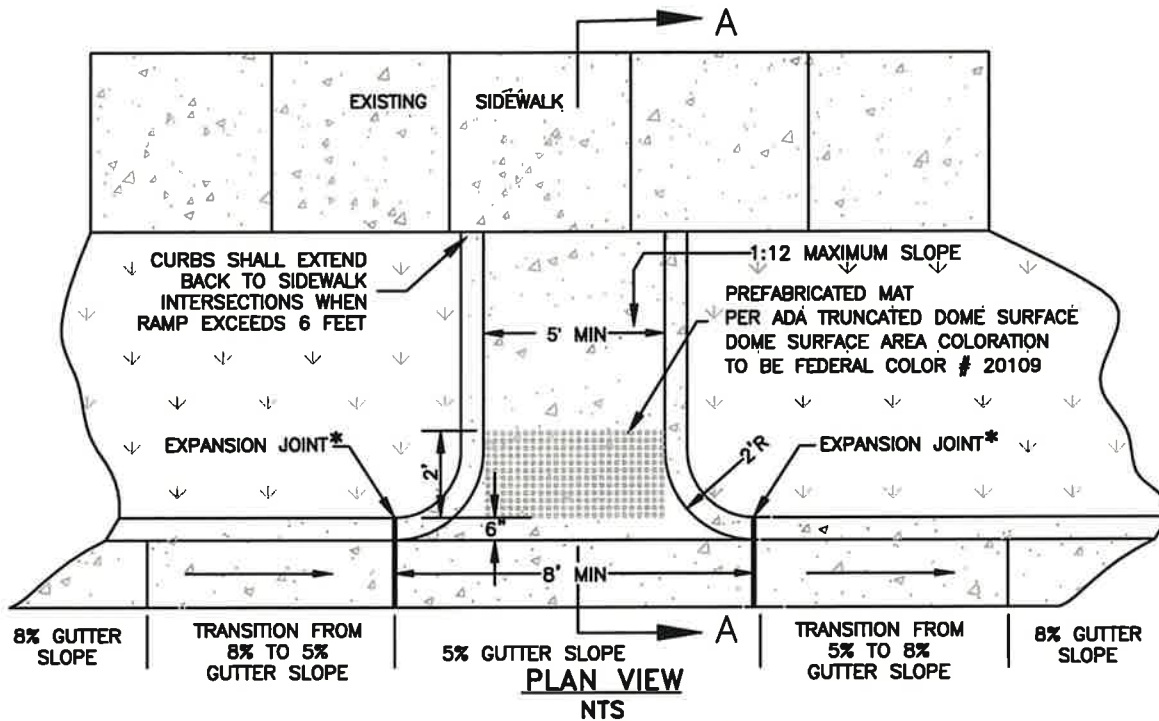
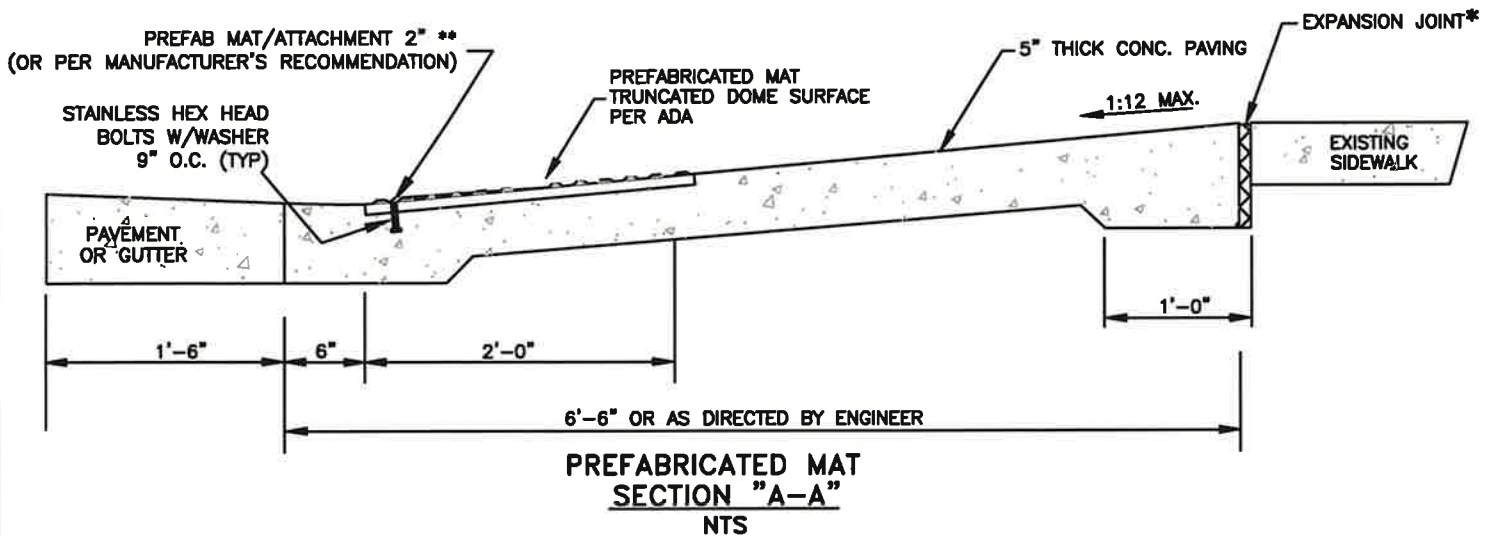
NOTE:
REVISION 1: ALL SIDEWALK
WIDTHS ARE TO BE 5' - 0" MIN.
DATE: 05/21/2024



	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"



TRUNCATED DOME DETECTABLE WARNING SURFACE NTS



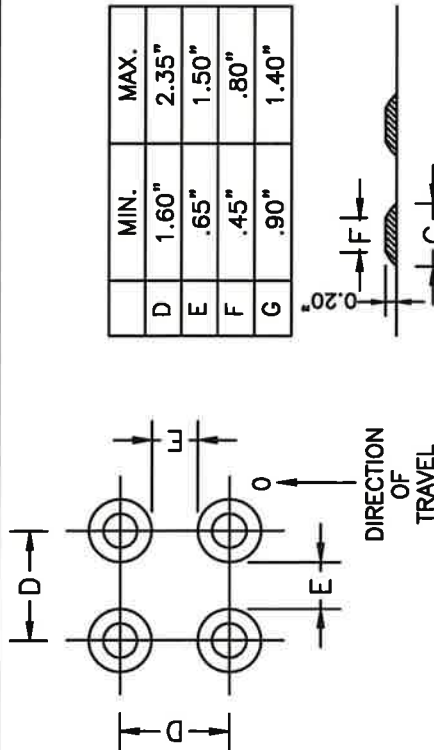
*EXPANSION JOINT MATERIAL TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02

**PREFABRICATED MATS SHALL BE WET SET IN NEW RAMPS. MATS MAY BE ATTACHED WITH BOLTS ON EXISTING RAMPS.



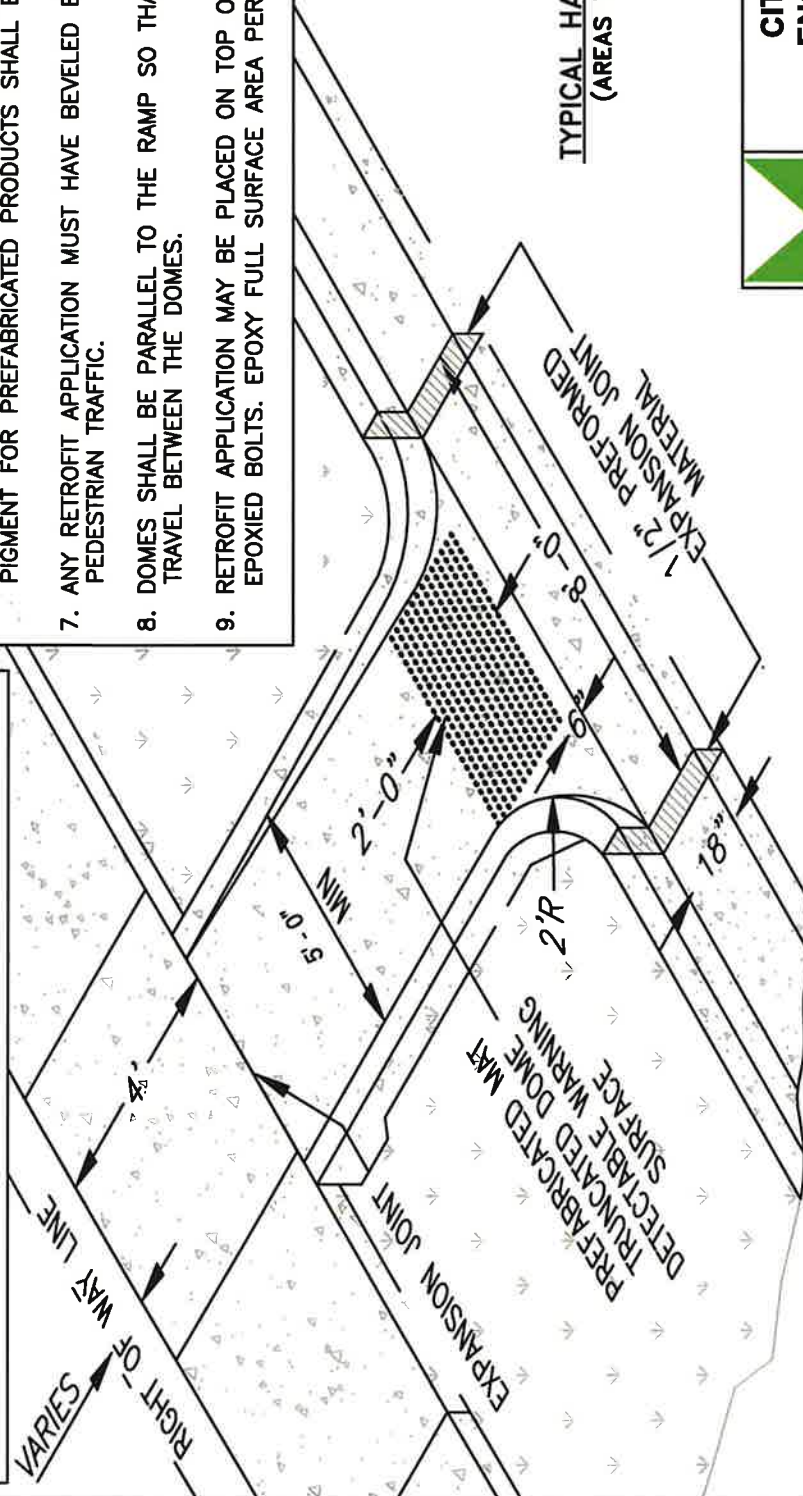
**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

**HANDICAP CURB RAMP
AREAS WITH GRASS STRIP**



	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"

TRUNCATED DOME DETECTABLE WARNING DETAIL

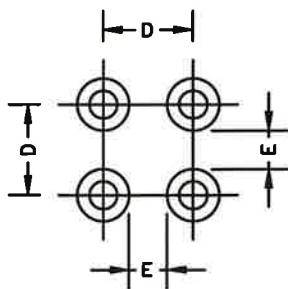


1. EXPANSION JOINT IS TO BE PLACED WHERE THE NEW RAMP OR SIDEWALK JOINS EXISTING PAVEMENT STRUCTURES.
2. EXPANSION JOINT MATERIAL TO BE IN ACCORDANCE WITH ARTICLE 832.01 AND 832.02 OF ALDOT SPECIFICATIONS.
3. RAMPS SHALL HAVE A NON-SKID SURFACE BY BRUSHING TRANSVERSELY.
4. SIDEWALK TO BE 4" MINIMUM THICKNESS. RAMP TO BE 5" MINIMUM THICKNESS.
5. WHERE SIDEWALKS ARE REQUIRED, THIS PLAN SHALL BE USED AT PEDESTRIAN CROSSWALKS FOR SAFE AND CONVENIENT MOVEMENT OF THE HANDICAPPED AND PERSONS USING WHEELCHAIRS.
6. TRUNCATED DOMES MEETING THE SIZE AND SPACING SHOWN SHALL BE CONSTRUCTED 2' WIDE FOR THE WIDTH OF THE RAMP. TRUNCATED DOMES TO BE INLAID PREFABRICATED MATS ATTACHED BY WET SETTING IN NEW RAMPS. THE 2' MAT SHALL BE A COLORATION OF FEDERAL COLOR 20109. PIGMENT FOR PREFABRICATED PRODUCTS SHALL BE INTEGRAL TO THE MATERIAL.
7. ANY RETROFIT APPLICATION MUST HAVE BEVELED EDGES ON SIDES WITH APPROACHING PEDESTRIAN TRAFFIC.
8. DOMES SHALL BE PARALLEL TO THE RAMP SO THAT THE WHEELCHAIR WHEELS CAN TRAVEL BETWEEN THE DOMES.
9. RETROFIT APPLICATION MAY BE PLACED ON TOP OF EXISTING RAMP WITH DRILLED AND EPOXYED BOLTS. EPOXY FULL SURFACE AREA PER MANUFACTURER'S RECOMMENDATIONS.

NOTE: CONCRETE RAMP TO BE 5" MIN. THICKNESS. OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS. ALL CONCRETE TO BE 3000 LB. MIX WITH NATURAL COLOR AND BROOM FINISH EXCEPT IN AREAS WHERE TRUNCATED DOME SURFACE IS REQUIRED. DOME SURFACE AREA COLORATION TO BE FEDERAL COLOR # 20109

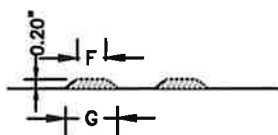


CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
TYPICAL HANDICAP CURB RAMP
AREAS W/GRASS STRIP
ISOMETRIC VIEW

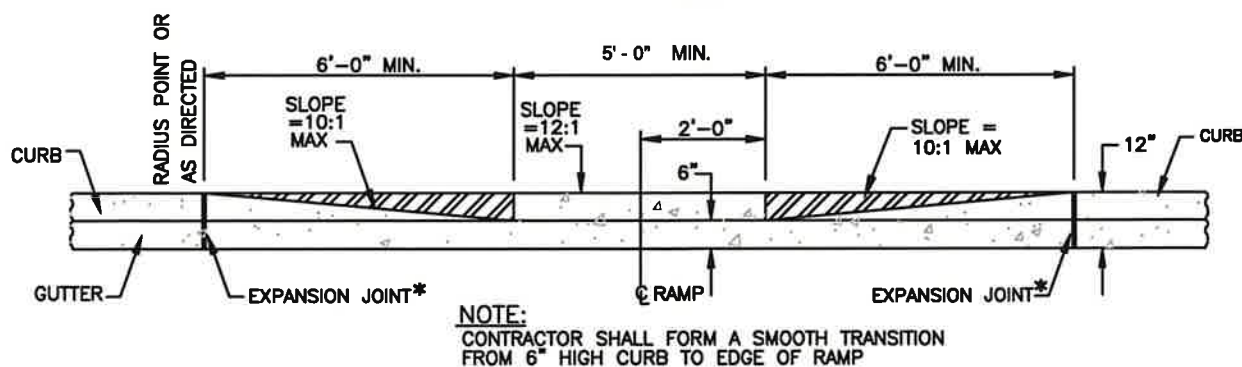
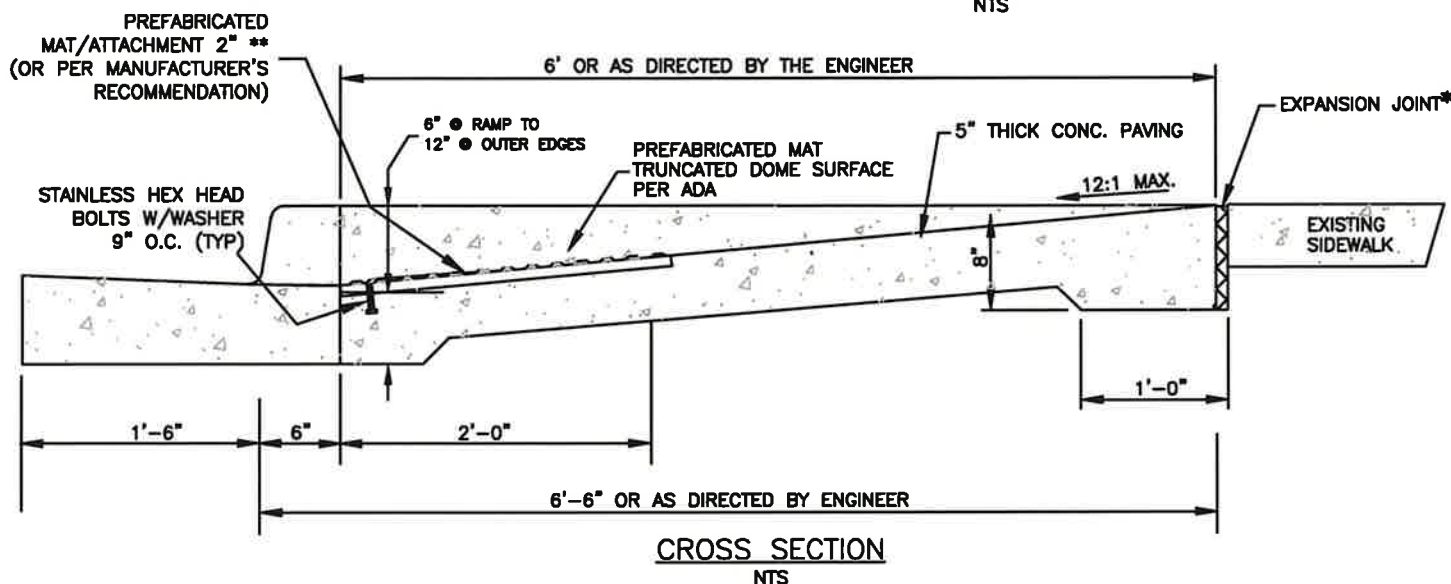
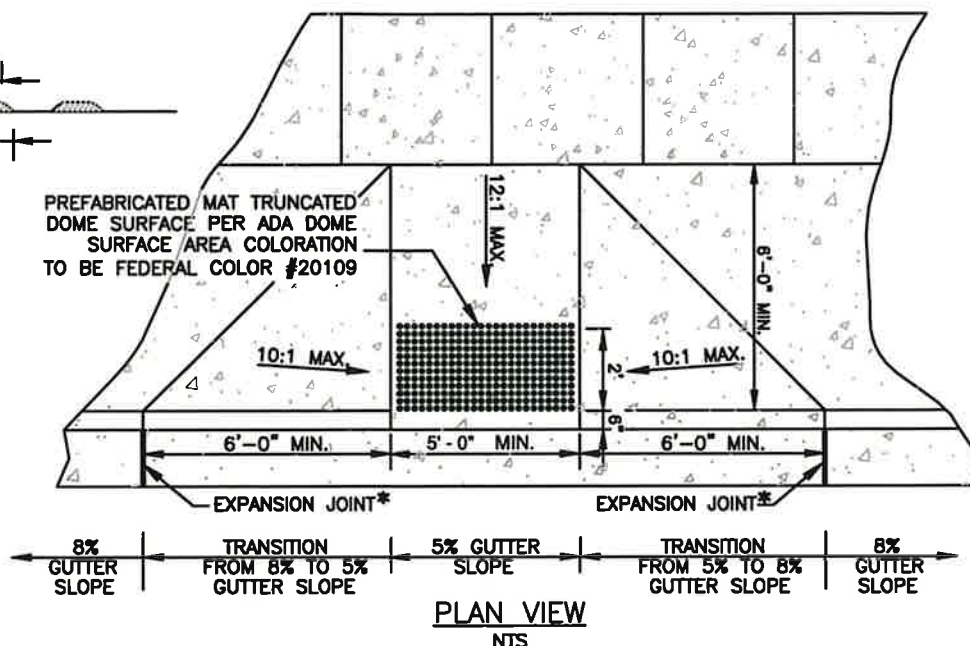


	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"

TRUNCATED DOME SURFACE DETAIL



PREFABRICATED MAT TRUNCATED
DOME SURFACE PER ADA DOME
SURFACE AREA COLORATION
TO BE FEDERAL COLOR #20109



NOTE:
CONTRACTOR SHALL FORM A SMOOTH TRANSITION
FROM 6" HIGH CURB TO EDGE OF RAMP

* EXPANSION JOINT
MATERIAL TO MEET
ALDOT SPECIFICATIONS
832.01 & 832.02

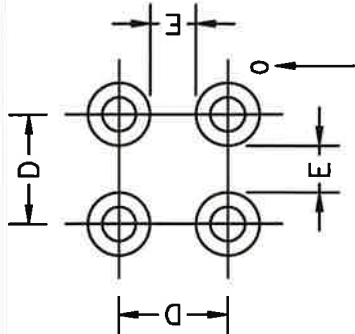
** PREFABRICATED MATS SHALL BE WET SET IN
NEW RAMPS. MATS MAY BE ATTACHED WITH
BOLTS ON EXISTING MATS.



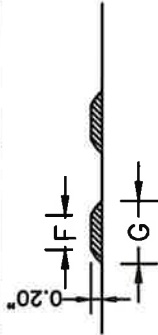
**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

**TYPICAL HANDICAP CURB RAMP
AREAS W/NO GRASS STRIP**

STANDARD DRAWING 9 SHEET 1 OF 2 06-15-2021

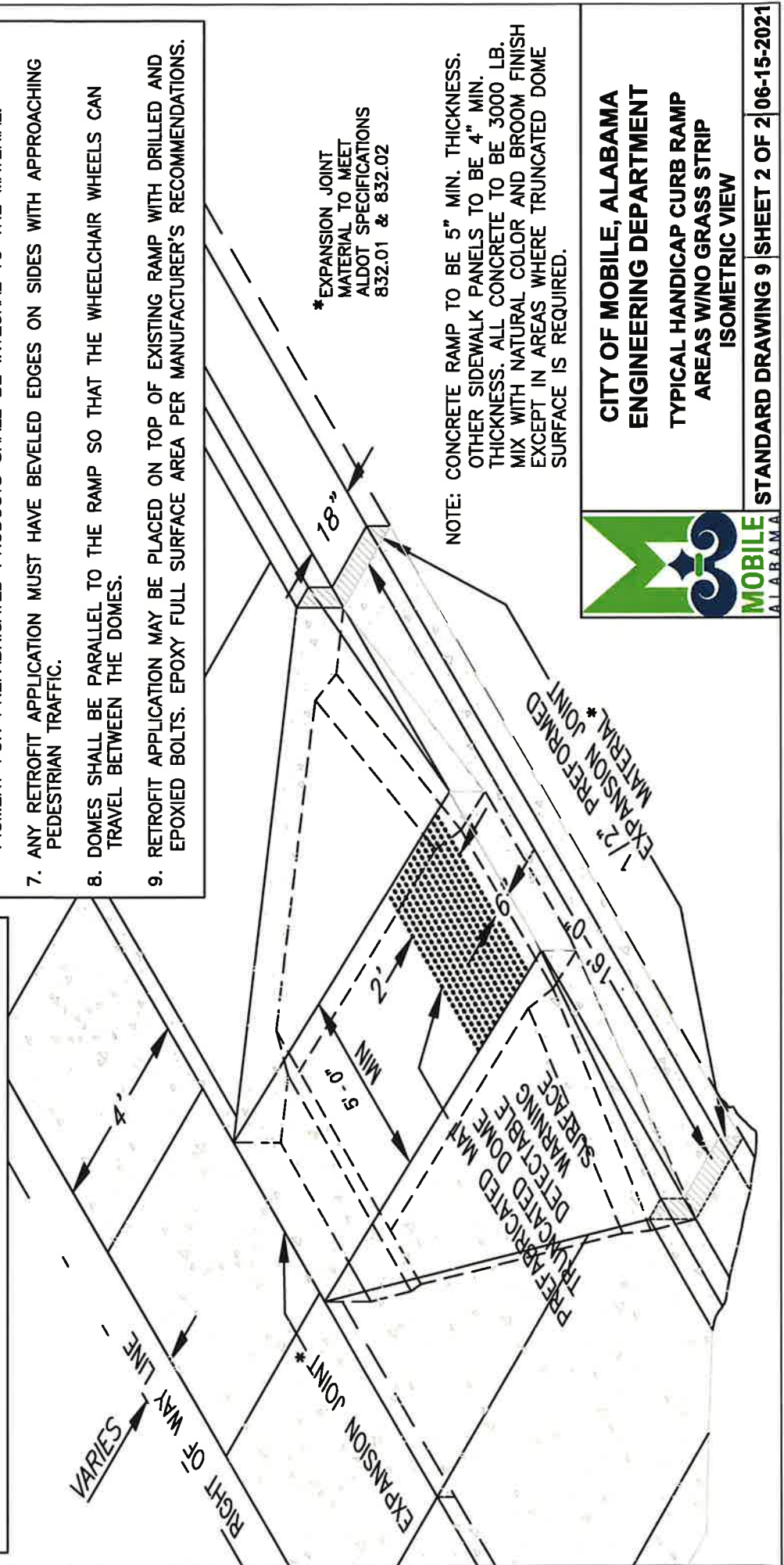


	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"



TRUNCATED DOME DETECTABLE WARNING DETAIL

1. EXPANSION JOINT IS TO BE PLACED WHERE THE NEW RAMP OR SIDEWALK JOINS EXISTING PAVEMENT STRUCTURES.
2. EXPANSION JOINT MATERIAL TO BE IN ACCORDANCE WITH ARTICLE 832.01 AND 832.02 OF ALDOT SPECIFICATIONS.
3. RAMPS SHALL HAVE A NON-SKID SURFACE BY BRUSHING TRANSVERSELY.
4. SIDEWALK TO BE 4" MINIMUM THICKNESS. RAMP TO BE 5" MINIMUM THICKNESS.
5. WHERE SIDEWALKS ARE REQUIRED, THIS PLAN SHALL BE USED AT PEDESTRIAN CROSSWALKS FOR SAFE AND CONVENIENT MOVEMENT OF THE HANDICAPPED AND PERSONS USING WHEELCHAIRS.
6. TRUNCATED DOMES MEETING THE SIZE AND SPACING SHOWN SHALL BE CONSTRUCTED 2' WIDE FOR THE WIDTH OF THE RAMP. TRUNCATED DOMES TO BE INLAID PREFABRICATED MATS ATTACHED BY WET SETTING IN NEW RAMPS. THE 2' MAT SHALL BE A COLORATION OF FEDERAL COLOR 20109. PIGMENT FOR PREFABRICATED PRODUCTS SHALL BE INTEGRAL TO THE MATERIAL.
7. ANY RETROFIT APPLICATION MUST HAVE BEVELED EDGES ON SIDES WITH APPROACHING PEDESTRIAN TRAFFIC.
8. DOMES SHALL BE PARALLEL TO THE RAMP SO THAT THE WHEELCHAIR WHEELS CAN TRAVEL BETWEEN THE DOMES.
9. RETROFIT APPLICATION MAY BE PLACED ON TOP OF EXISTING RAMP WITH DRILLED AND EPOXYED BOLTS. EPOXY FULL SURFACE AREA PER MANUFACTURER'S RECOMMENDATIONS.

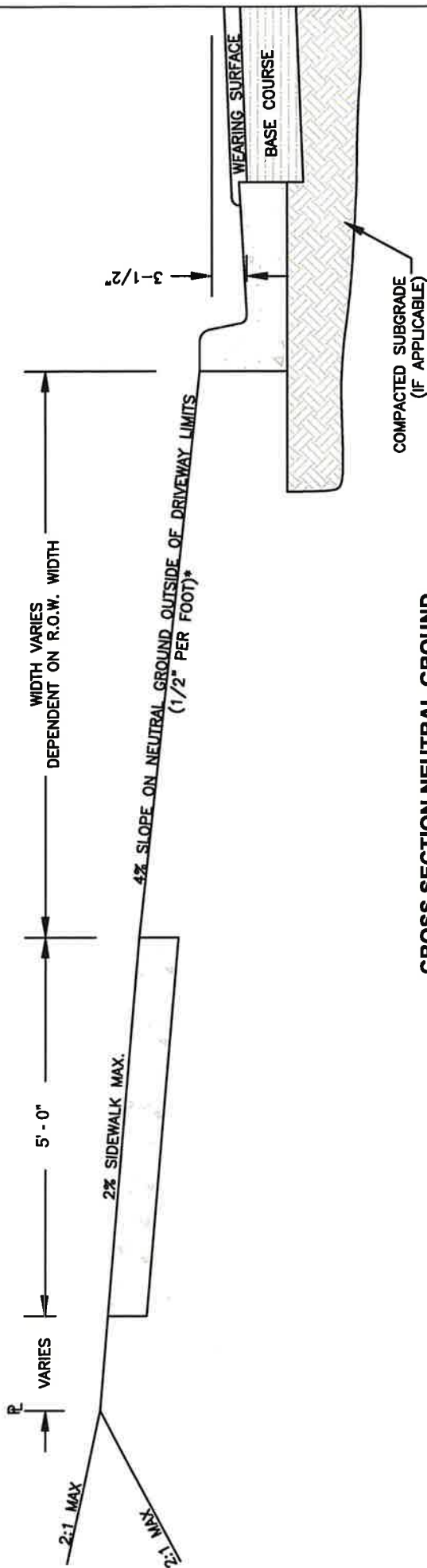


*EXPANSION JOINT MATERIAL TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02

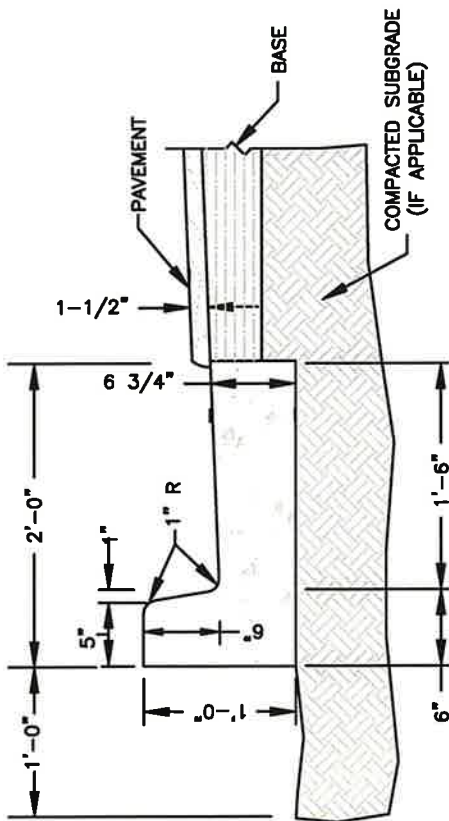
NOTE: CONCRETE RAMP TO BE 5" MIN. THICKNESS. OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS. ALL CONCRETE TO BE 3000 LB. MIX WITH NATURAL COLOR AND BROOM FINISH EXCEPT IN AREAS WHERE TRUNCATED DOME SURFACE IS REQUIRED.



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
TYPICAL HANDICAP CURB RAMP
AREAS W/O GRASS STRIP
ISOMETRIC VIEW



CROSS SECTION NEUTRAL GROUND
NOT TO SCALE



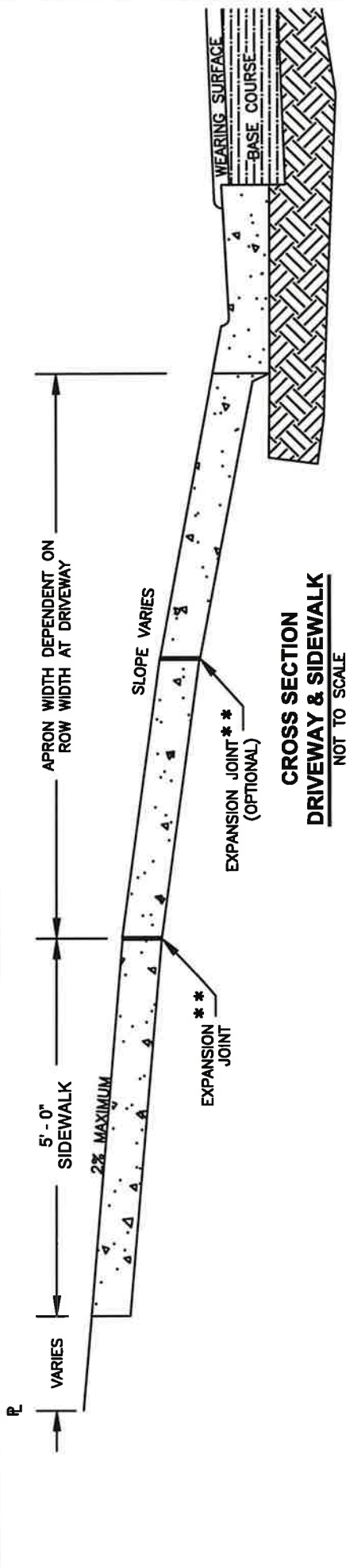
CURB & GUTTER DETAIL
NOT TO SCALE

NOTES:
SIDEWALK PANELS THAT ABOUT THE DRIVEWAY TO BE 5" MINIMUM THICKNESS.
OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS.
ALL CONCRETE TO BE 3000 P.S.I. MIX WITH NATURAL COLOR AND BROOM FINISH.
* IF SITE CONDITIONS PROHIBIT THE USE OF THESE STANDARDS, AN ALTERNATIVE MAY BE SUBMITTED FOR APPROVAL TO THE ENGINEERING DEPT.



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

NEUTRAL GROUND, C & G,
SIDEWALK DETAILS FOR
ASPHALT ROADWAY W/ C & G



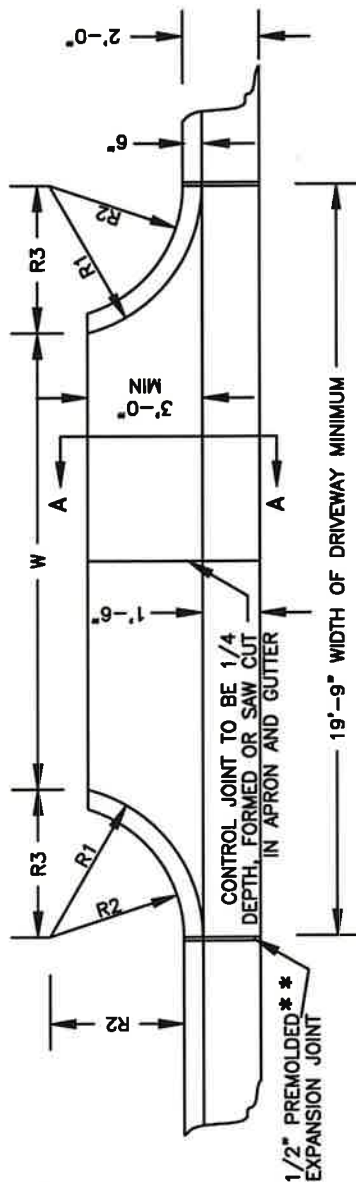
CROSS SECTION DRIVEWAY & SIDEWALK

NOT TO SCALE

MINIMUM *	TYPE
R1	20'
R2	19.5'
R3	20'
R1	4'
R2	3.5'
R3	3'-10.5"
W	24'
W	12'

* IF SITE CONDITIONS PROHIBIT THE USE OF THESE STANDARDS, AN ALTERNATIVE MAY BE SUBMITTED FOR APPROVAL TO THE ENGINEERING DEPT.

** EXPANSION JOINT MATERIAL TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02



PLAN VIEW CONCRETE DRIVEWAY APRON

NOT TO SCALE

NOTE:
CONCRETE APRON AND DRIVEWAY TO BE 5" MINIMUM THICKNESS.

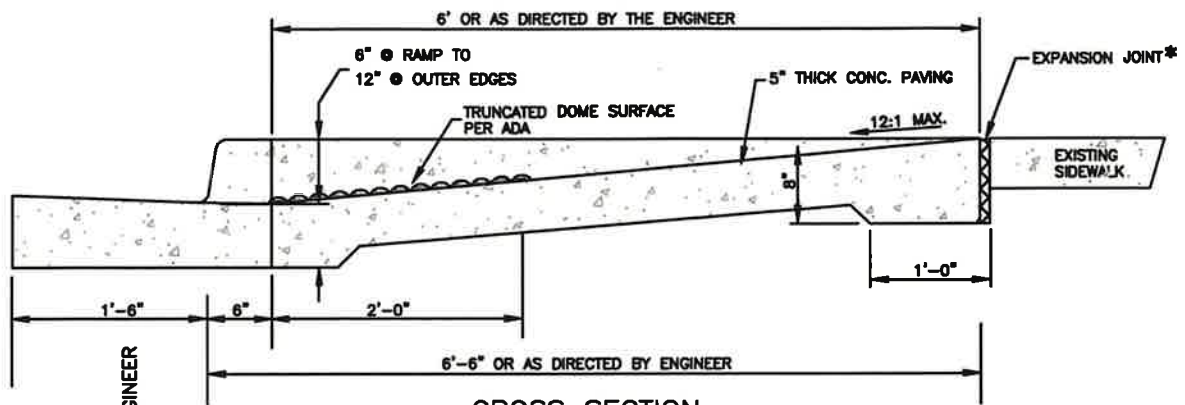
SIDEWALK PANELS THAT ABUT THE DRIVEWAY TO BE 5" MINIMUM THICKNESS.

OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS.

ALL CONCRETE TO BE 3000 P.S.I. MIX WITH NATURAL COLOR AND BROOM FINISH.

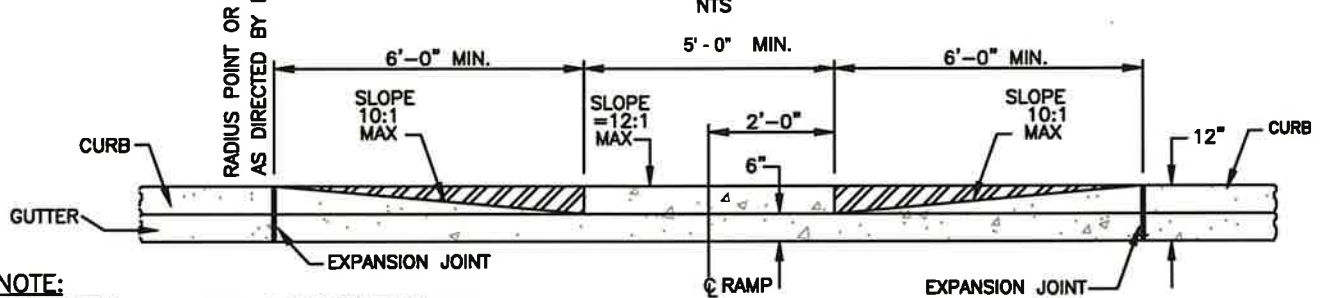


CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
CONCRETE DRIVEWAY & SIDEWALK
DETAILS FOR ASPHALT ROADWAY
W/CURB & GUTTER



CROSS SECTION

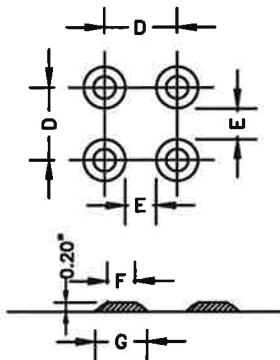
NTS



CURB LEVEL VIEW

NTS

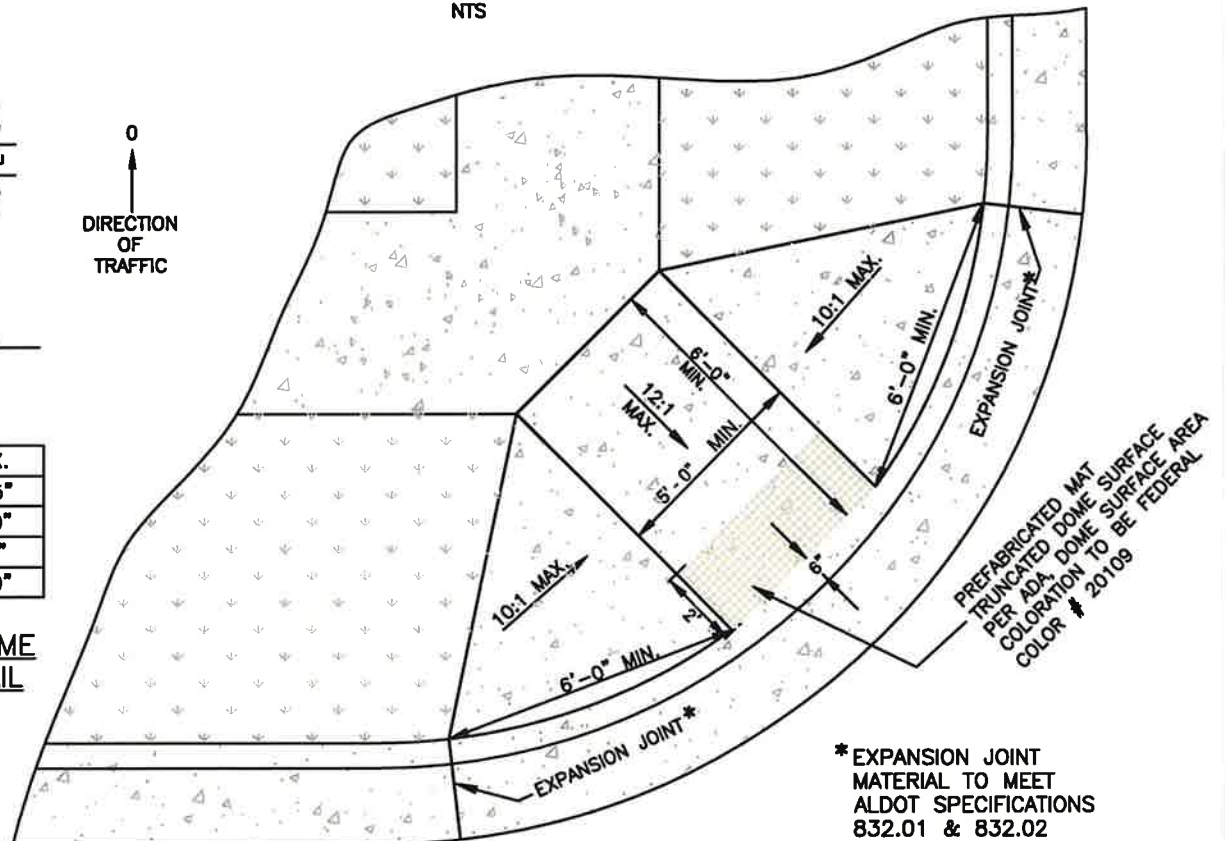
NOTE:
CONTRACTOR SHALL FORM A SMOOTH TRANSITION FROM 6" HIGH CURB TO EDGE OF RAMP



	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"

TRUNCATED DOME SURFACE DETAIL

0
DIRECTION OF TRAFFIC



PLAN VIEW

NTS

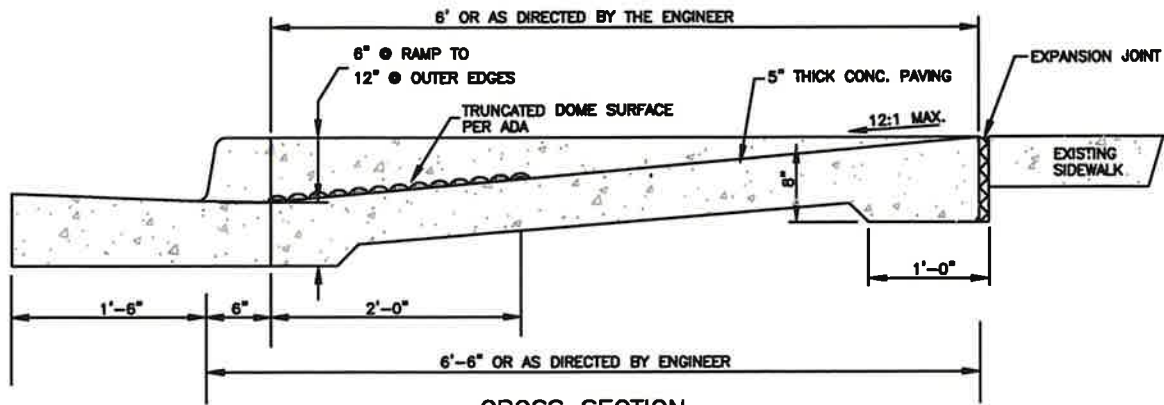
* EXPANSION JOINT MATERIAL TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02



**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

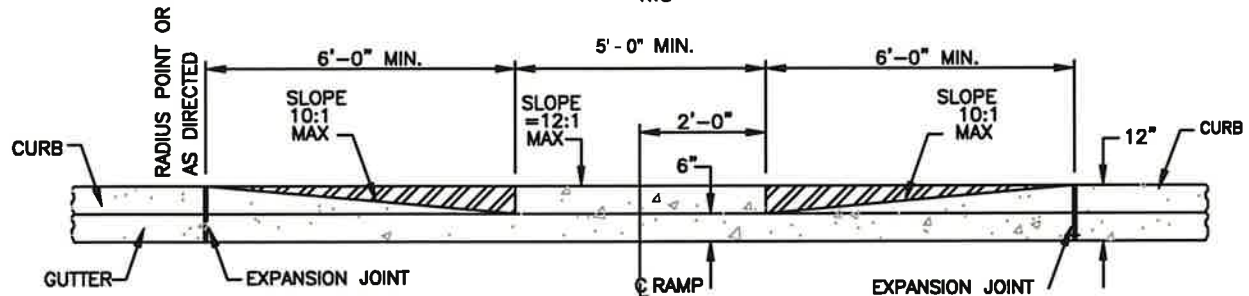
**TYPICAL HANDICAP CURB RAMP
OBLIQUE RAMP AT INTERSECTION
W/ GRASSED AREA**

STANDARD DRAWING 8 SHEET 1 OF 2 06-15-2021



CROSS SECTION

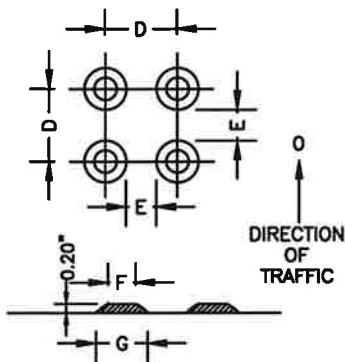
NTS



CURB LEVEL VIEW

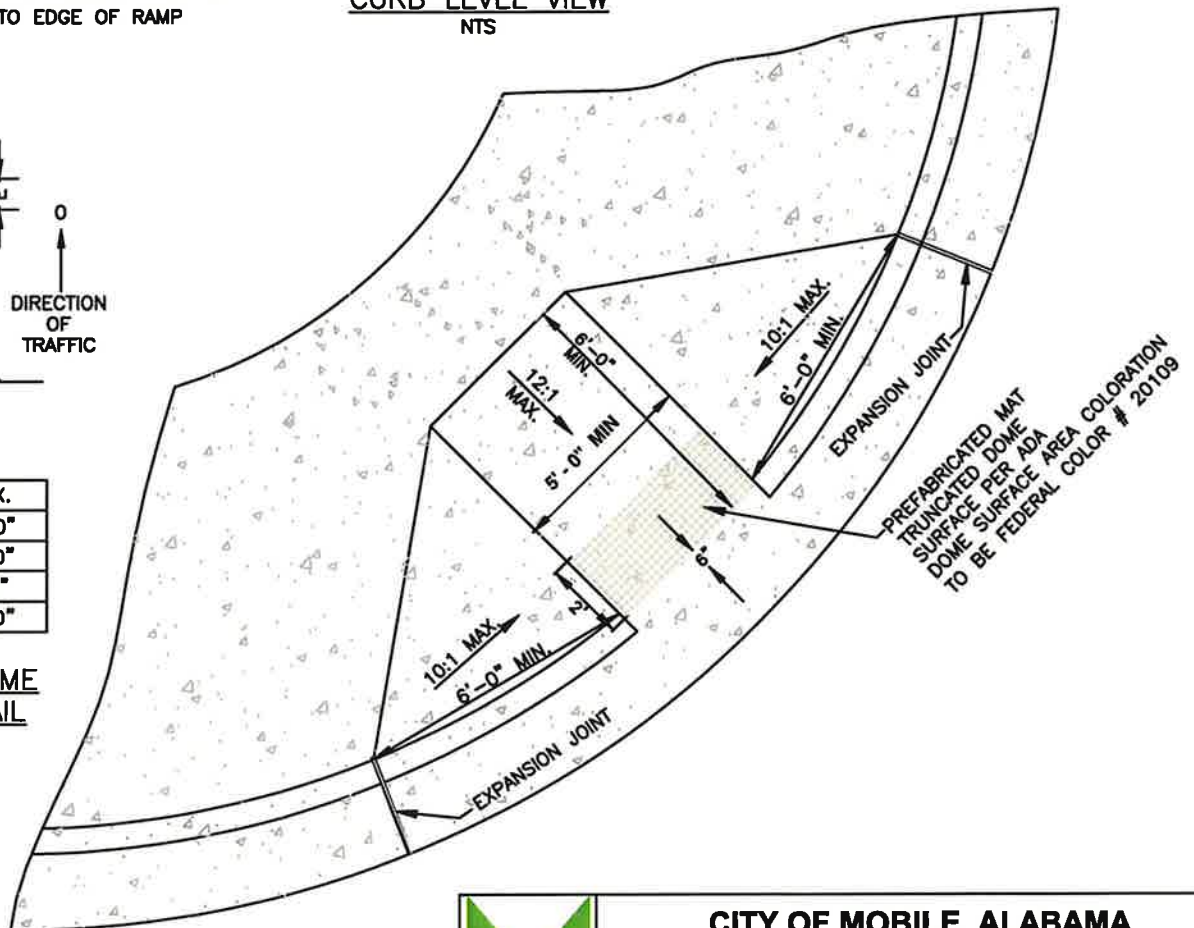
NTS

NOTE:
CONTRACTOR SHALL FORM A SMOOTH TRANSITION
FROM 6" HIGH CURB TO EDGE OF RAMP



	MIN.	MAX.
D	1.60"	2.40"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"

**TRUNCATED DOME
SURFACE DETAIL**



PLAN VIEW

NTS

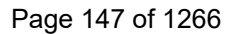


**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

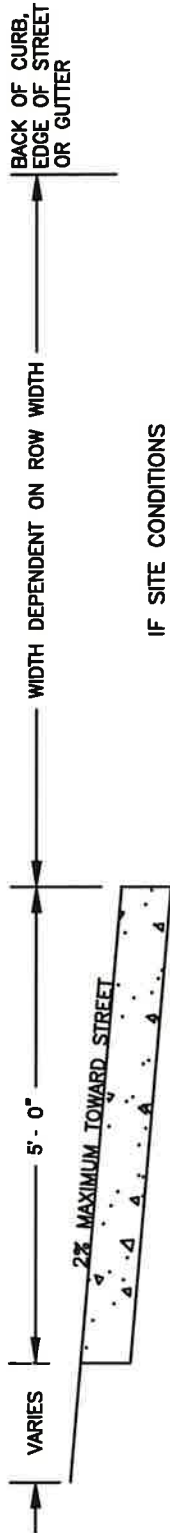
**TYPICAL HANDICAP CURB RAMP
OBLIQUE RAMP AT INTERSECTION
W/NO GRASSED AREA**

STANDARD DRAWING 8 SHEET 2 OF 2 06-15-2021

DETECTABLE WARNING DETAILS



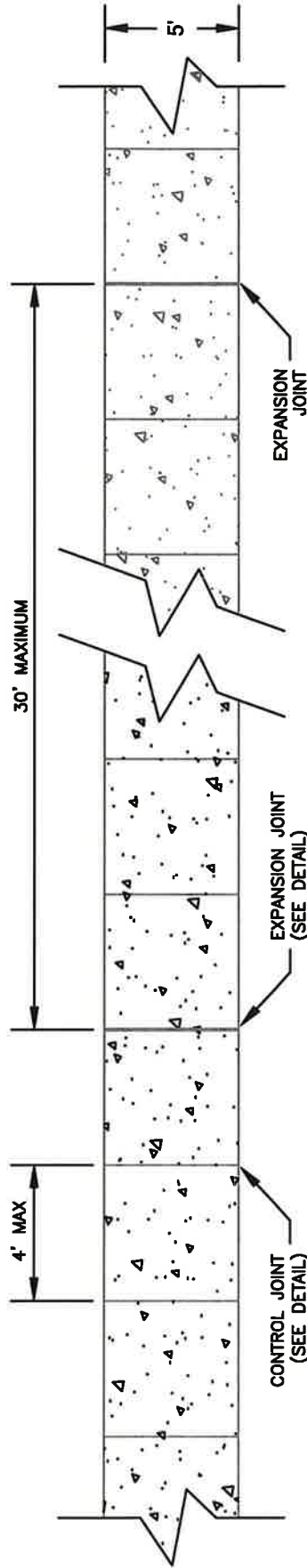
R /R.O.W.



IF SITE CONDITIONS PROHIBIT THE USE OF THESE STANDARDS, AN ALTERNATIVE MAY BE SUBMITTED FOR APPROVAL TO THE ENGINEERING DEPT.

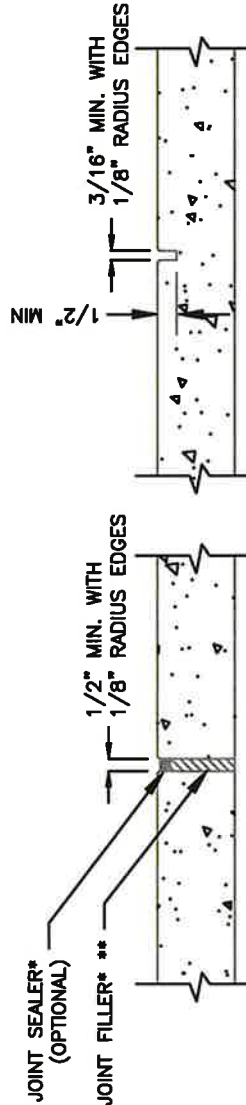
SIDEWALK CROSS SECTION

NOT TO SCALE



STANDARD SIDEWALK PLAN DETAIL

NOT TO SCALE



NOTES:

SIDEWALK PANELS TO BE 4" MINIMUM THICKNESS.

SIDEWALK PANELS THAT ABOUT A DRIVEWAY OR WILL OTHERWISE BE SUBJECTED TO VEHICULAR TRAFFIC TO BE 5" MINIMUM THICKNESS.

ALL CONCRETE TO BE 3000 P.S.I. MIX WITH NATURAL COLOR AND BROOM FINISH.

EDGE OF SIDEWALK SHALL HAVE 1/2" RADIUS.

EXPANSION JOINT DETAIL

NOT TO SCALE

CONTROL JOINT DETAIL

NOT TO SCALE

** JOINT FILLER TO BE CUT FLUSH WITH SIDEWALK SURFACE WHEN NO JOINT SEALER IS USED

*EXPANSION JOINT MATERIALS TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02

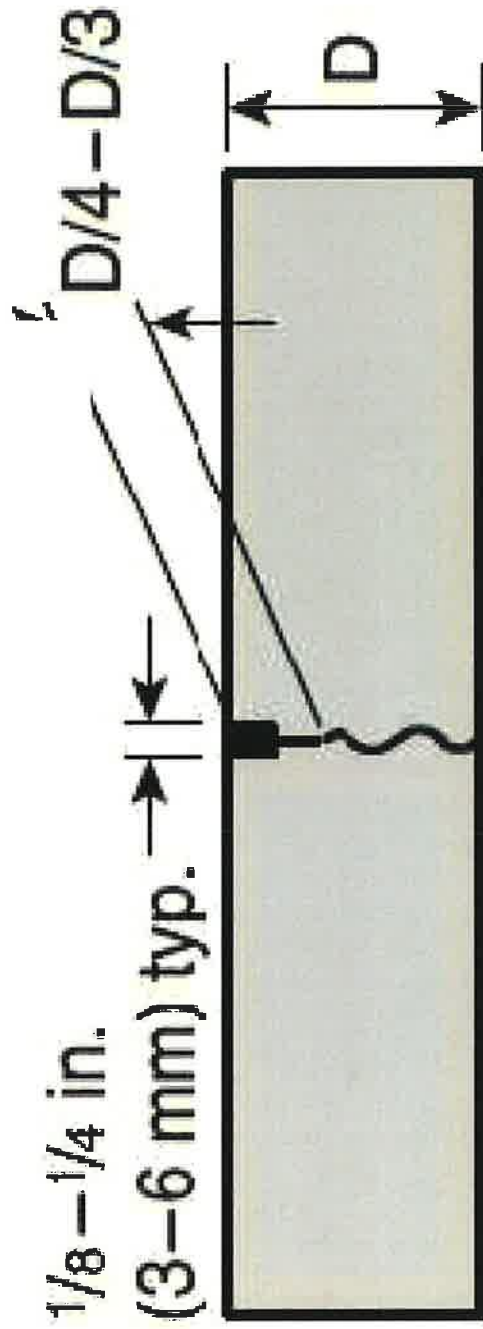


CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
CONCRETE SIDEWALK
DETAILS

STANDARD DRAWING 12 SHEET 1 OF 1 06-15-2021

**ALL SLOPE PAVEMENT LONGER THAN 12'
PROVIDE TRANSVERSE CONTRACTION
JOINTS AT 12' MAX INTERVALS**

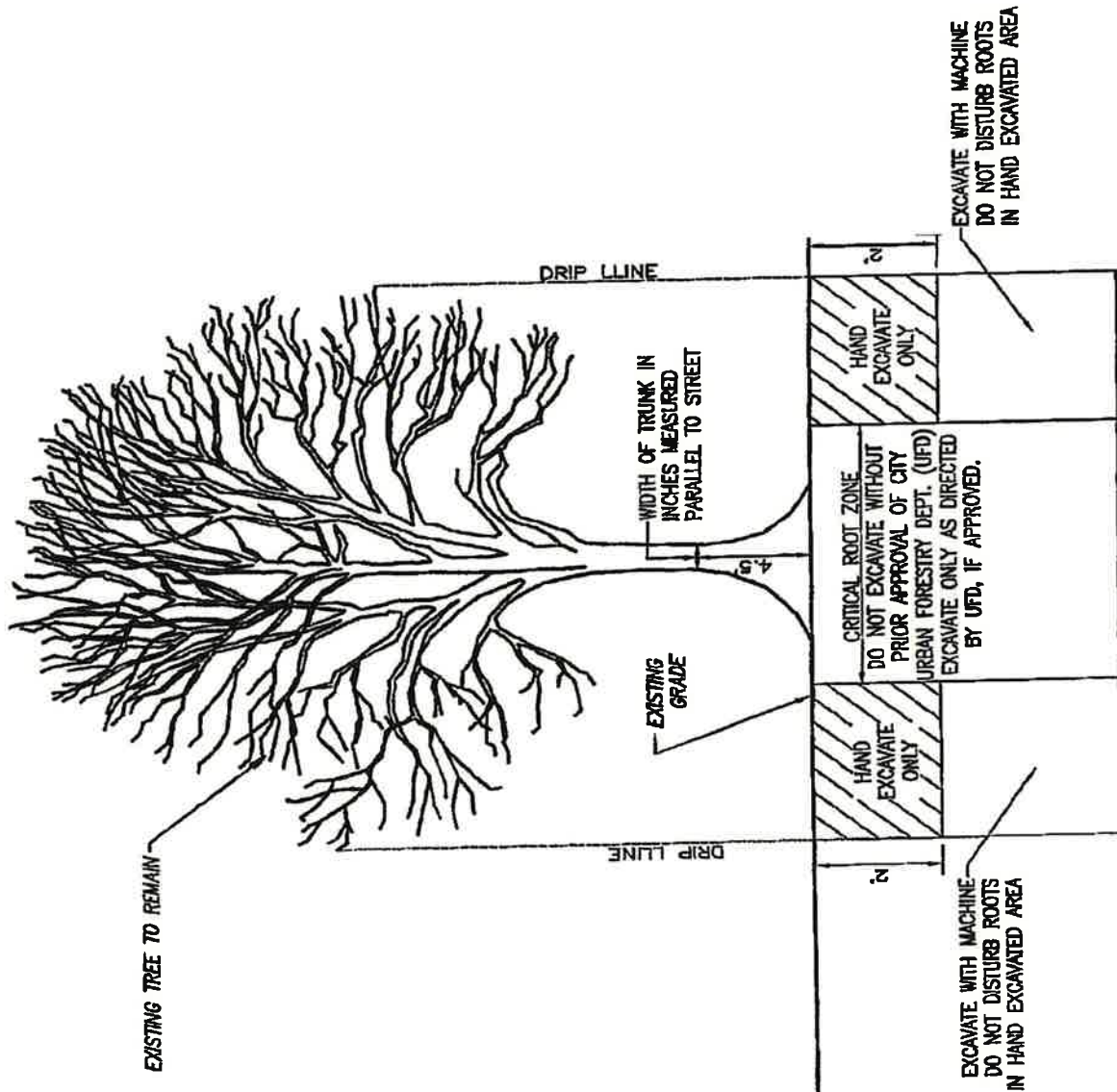
CONTRACTION JOINTS



Type D (trans.) – Undoweled

URBAN FORESTRY STANDARD NOTES:

1. REMOVAL OF TREES FROM THE CITY ROW REQUIRES A PERMIT AND APPROVAL FROM THE CITY OF MOBILE TREE COMMISSION.
2. PRUNING OR REMOVAL OF TREE LIMBS FROM TREES ON THE CITY ROW REQUIRES A PERMIT AND APPROVAL FROM THE CITY OF MOBILE TREE COMMISSION.
3. NO VEHICLES, HEAVY EQUIPMENT, OR CONSTRUCTION MATERIALS SHALL BE STORED OR PARKED NEXT TO OR BENEATH THE TREES ON THE CITY ROW.
4. ALL WORK BEING DONE BEHIND THE CURB AND UNDER THE DRIP LINE OF THE TREE SHALL BE HAND DUG TO A DEPTH OF 24 INCHES BEFORE MECHANICAL EQUIPMENT CAN BE USED.
5. NO TREE ROOTS, PARTICULARLY THOSE 3 INCHES IN DIAMETER OR LARGER, SHALL BE CUT WITHIN THE CRITICAL ROOT ZONE WITHOUT APPROVAL BY THE CITY OF MOBILE ARBORIST AND ALL ROOTS ON THE TREE IN THE PROJECT AREA THAT REQUIRE CUTTING SHALL BE CLEAN CUT WITH A SHARP CUTTING TOOL.
6. TEMPORARY FENCING SHALL BE INSTALLED DURING CONSTRUCTION AROUND ALL TREES THAT ARE SCHEDULED TO REMAIN TO PREVENT DAMAGE TO THE TREE. FENCING SHALL BE PLACED AT THE DRIPLINE OF THE TREE. IF IT IS NOT POSSIBLE TO LOCATE FENCING AT THE DRIPLINE, THEN FENCING SHALL BE LOCATED OUTSIDE OF THE CRITICAL ROOT ZONE (CRZ). THE CRZ IS OBTAINED BY MEASURING THE DIAMETER OF THE TREE IN INCHES AT 4.5 FT ABOVE THE GROUND (DBH). THE MEASUREMENT IS THEN DIVIDED IN HALF AND CHANGED TO FEET (e.g. A TREE WITH A 12 INCH DBH HAS A 6 FT CRZ). THE CRZ EXTENDS IN ALL DIRECTIONS FROM THE BASE OF THE TRUNK. THIS IS TO PROTECT THE TRUNK OF THE TREE AND THE BASE OF THE TREE FROM DAMAGE DURING CONSTRUCTION AS REQUIRED IN CHAPTER 65 ARTICLE VIII OF THE CITY CODE. PLEASE CALL PETER TOLER AT 251-208-1522 WITH ANY QUESTIONS REGARDING THE CRITICAL ROOT ZONE.
7. THE CONTRACTOR SHALL NOTIFY THE URBAN FORESTER 48 HOURS IN ADVANCE PRIOR TO THE REMOVAL OF SIDEWALK, ASPHALT, OR ANY MATERIAL WITHIN THE CRZ OF A TREE. URBAN FORESTER CONTACT INFORMATION: PETER TOLER (251)288-7926.
8. THE CONTRACTOR WILL CAREFULLY REMOVE ALL CONCRETE OR STRUCTURAL MATERIALS THAT ARE AFFECTED BY THE TREE ROOT SYSTEM IN A MANNER THAT EXPOSES THE COMPLETE EXISTING ROOT SYSTEM. THE CONTRACTOR WILL MAKE ALL EFFORTS TO NOT DAMAGE ANY TREE ROOT SYSTEM. IF ANY ROOT IS FOUND TO BE OVER 3" IN DIAMETER THE CONTRACTOR WILL CONTACT PUBLIC SERVICES TO REVIEW THE ROOT SYSTEM. THE CONTRACTOR WILL WORK IN A SURROUNDING AREA UNTIL THE URBAN FORESTER HAS APPROVED CONSTRUCTION ENHANCEMENTS. NO ROOTS SHALL BE REMOVED OVER 3" IN DIAMETER WITHOUT THE PERMISSION OF THE URBAN FORESTER.



**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

**TREE ROOT PROTECTION DETAIL
(NTS)**

STANDARD DRAWING

SHEET 1 OF 3

11-15-2022

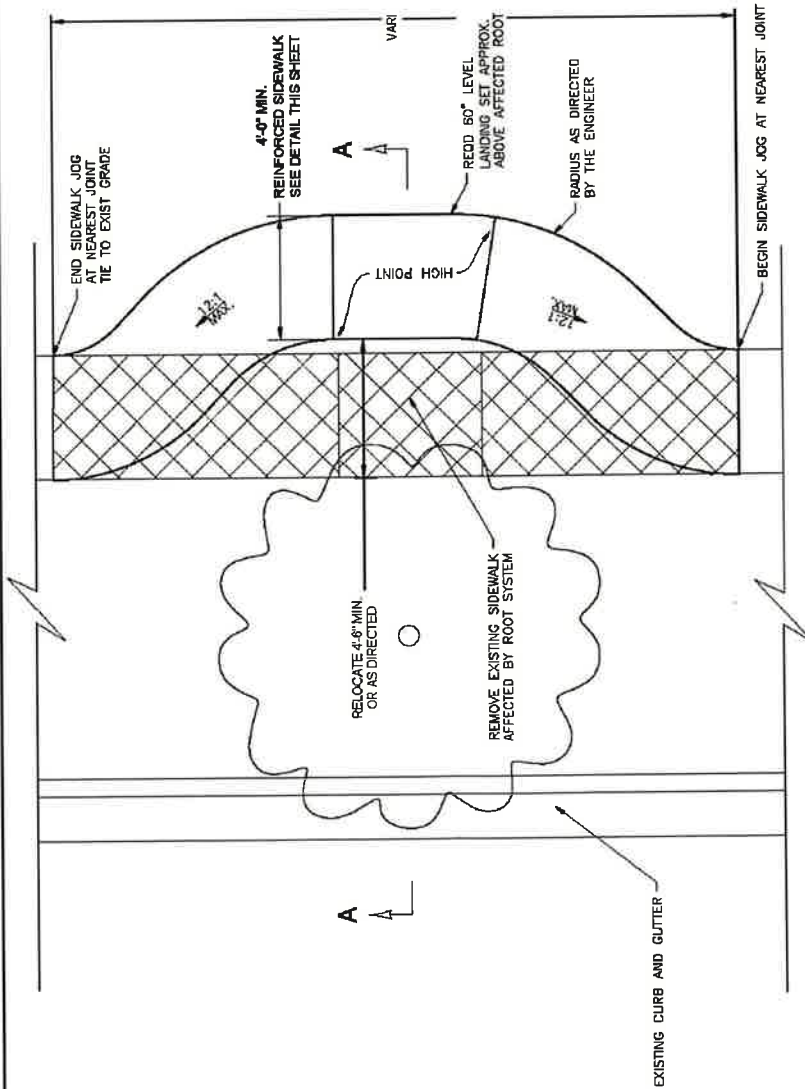
TREE CONSTRUCTION NOTES:

1. THE CONTRACTOR IS REQUIRED TO USE 6" REINFORCED CONCRETE FOR ALL NEW SIDEWALK PLACED AROUND THE ROOT SYSTEM OF TREES.
2. THE OPTIONS SHOWN ON THIS SHEET AND ON OTHER DETAIL SHEETS ARE CONCEPTUAL IN NATURE. THE CONTRACTOR SHALL ADJUST THE OPTIONS AS NECESSARY TO MEET SPECIFIC SITE REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE A 60" LEVEL LANDING SPOT AS INDICATED IN THE DETAILS. ALL SLOPES AND DIMENSIONS SHALL MEET ADA REQUIREMENTS. FINAL CONSTRUCTION LAYOUT SHALL BE APPROVED BY THE ENGINEER PRIOR TO POURING CONCRETE.

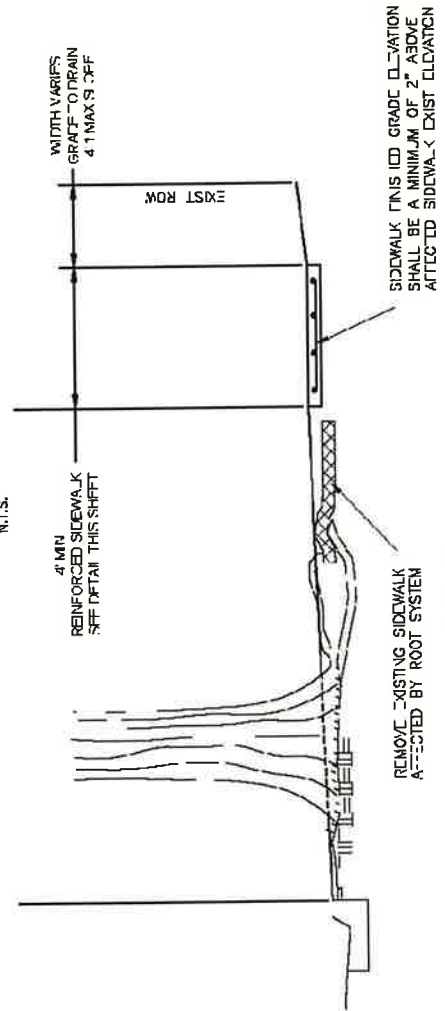
HATCH LEGEND



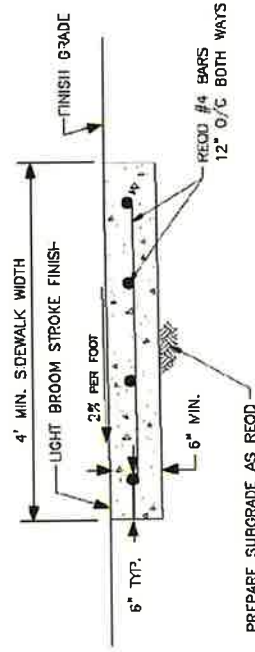
SIDEWALK REMOVAL



PLAN VIEW
N.T.S.



SECTION A-A
N.T.S.



6" REINFORCED SIDEWALK SECTION DETAIL 1
N.T.S.



**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

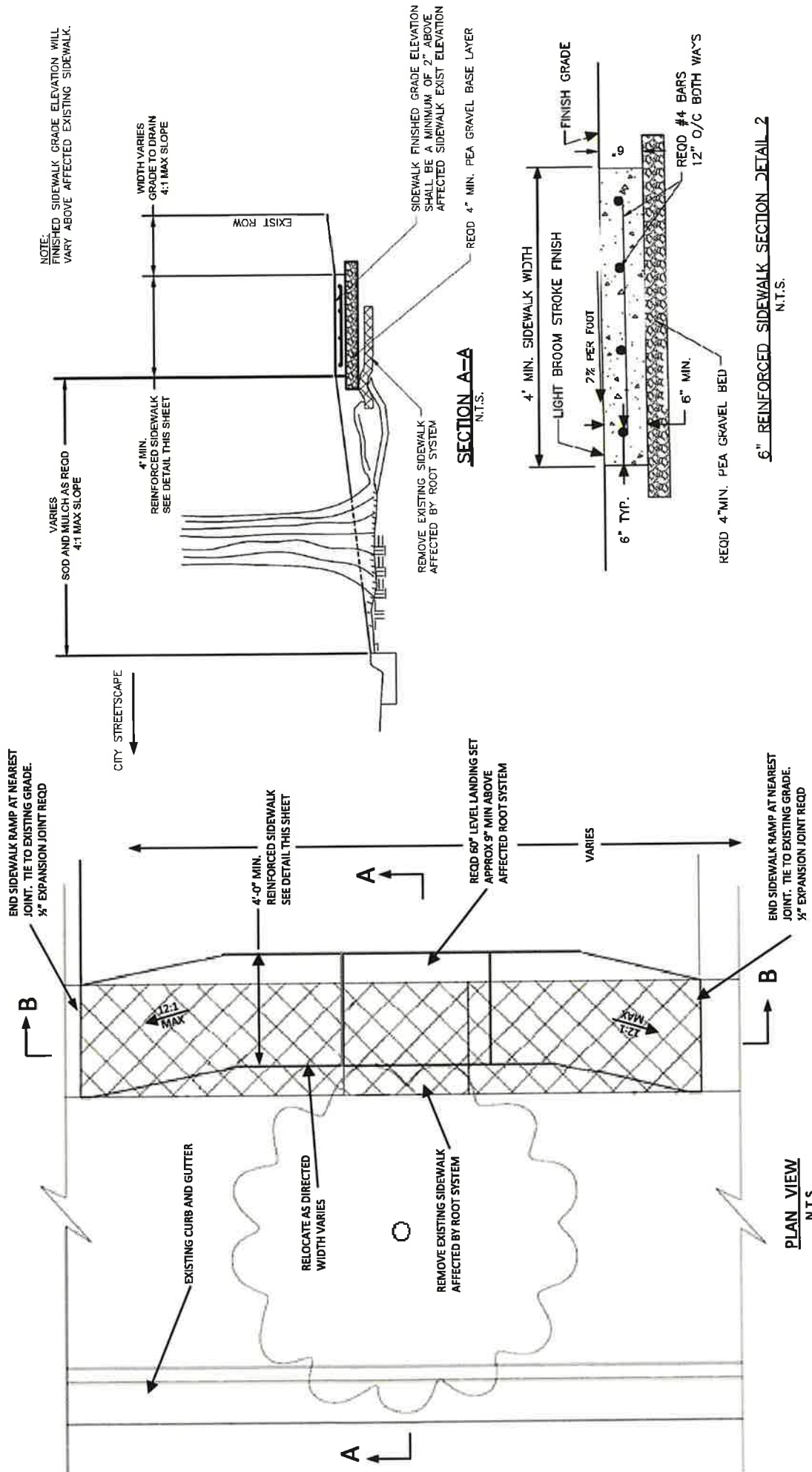
**TREE ROOT/SIDEWALK PROTECTION
DETAIL (MOVE AWAY FROM ROOTS)**



CITY OF MOBILE, ALABAMA **ENGINEERING DEPARTMENT**

TREE ROOT/SIDEWALK PROTECTION **DETAIL (SIDEWALK ABOVE ROOTS)**

STANDARD DRAWING SHEET 3 OF 3 11-15-2022



TREE CONSTRUCTION NOTES:

1. THE CONTRACTOR IS REQUIRED TO USE 6" REINFORCED CONCRETE FOR ALL NEW SIDEWALK PLACED AROUND THE ROOT SYSTEM OF TREES.
2. THE OPTIONS SHOWN ON THIS SHEET AND ON OTHER DETAIL SHEETS ARE CONCEPTUAL IN NATURE. THE CONTRACTOR SHALL ADJUST THE OPTIONS AS NECESSARY TO MEET SPECIFIC SITE REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE A 60" LEVEL LANDING SPOT AS INDICATED IN THE DETAILS. ALL SLOPES AND DIMENSIONS SHALL MEET ADA REQUIREMENTS. FINAL CONSTRUCTION LAYOUT SHALL BE APPROVED BY THE ENGINEER PRIOR TO POURING CONCRETE.

Sidewalk Clearing, Edging & Dressing (Pay Item 201-D).

Sidewalk Clearing, Edging & Dressing shall be performed on all sidewalks that are adjacent to streets that are being resurfaced in the Dog River area as shown on Sheet C03-01 of this project. This work shall consist of

1. **Required Clearing.**

The work of clearing shall consist of removing from designated sidewalks all vegetation and debris. Clearing shall also include removal of any soil that has accumulated on the sidewalk and removal shall include broom cleaning or pressure washing where required to remove all accumulations.

2. **Required Edging & Dressing**

The work of edging & dressing the designated sidewalks shall consist of edging and dressing all accessible sidewalk edges with a powered edging machine (rotating steel blade or string cutter) to provide a soil indentation/narrow trench beside the slab down to at least the third-point-depth of the sidewalk slab. Any and all encroaching vegetation shall be severed and clippings removed from the work site.

Basis of Payment (Item 201-C)

For Item 201-C, Sidewalk Clearing, Edging & and Dressing will be paid for as a Lump Sum which shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete and maintain the work until acceptance of the project.

Bonds Unlimited, Inc.

SPECIALIZING IN CONSTRUCTION BONDING

430 INDUSTRIAL LANE, UNIT 5
BIRMINGHAM, AL 35211

P 205-807-1623

DAVID.HUTTO@BONDSUNLIMITED.COM



June 18, 2024

City of Mobile
PO box 1827
Mobile, AL 36633

Re: HCL Contracting, LLC
Project # 2024 CIP Resurfacing, 2024-3005-02
Bond # 0817652

To Whom it May Concern:

As a representative of the Harco National Insurance Company, I give the City of Mobile the authority to date the captioned bonds and the power-of-attorney the same date as that of the contract.

Please forward a copy of the dated bonds for my file.

Thanks in advance.

Sincerely,

A handwritten signature in black ink, appearing to be "J. David Hutto, Jr.", is written over a horizontal line.

J. David Hutto, Jr.
Attorney-In-Fact for Harco National Insurance Company



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5029

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 CIP Resurfacing, City Council District 4,

COM Project# 2024-3005-02

PROJECT #: RSF24 D4 DATE OF RECEIPT:

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: \$50,000.00

VENDOR NAME: Engineering Consulting Services Southeast, LLC

VENDOR NUMBER: 299142

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y **N X** ; 5% of the 1st 50% or If different, indicate special rate

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Jessica White Date 7/24/2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Ben Reynolds

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

Name of Company: Engineering Consulting Services Southeast, LLC

Project Name: 2024 CIP Resurfacing, City Council District 4
COM Project# 2024-3005-02

Estimated Cost: \$50,000.00

Adopted:

City Clerk



**2024 CIP RESURFACING, CITY
COUNCIL DISTRICT 4
GEOTECHNICAL CONTRACT**

PROJECT No. 2024-3005-02

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This CONTRACT, made and entered into this _____ day of _____, 2024, by and between the City of Mobile, Alabama, hereinafter called “CITY” a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the “COUNCIL”, and **Engineering Consulting Services Southeast, LLC**, hereinafter called the “LABORATORY”, WITNESSETH:

In consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this CONTRACT, or in any document or in construction operations where this CONTRACT applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- (a) **CITY** - City of Mobile, Alabama
- (b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.
- (c) **CONSULTANT** – The engineering company, (**CERM, LLC**), employed by the CITY to perform professional engineering services for the PROJECT.
- (d) **COUNCIL** - Mobile City Council
- (e) **PROJECT** - The construction and/or improvement of any public street, bridge, drainage facility included in the City of Mobile Improvement

PROJECT – 2024 CIP RESURFACING,

CITY COUNCIL DISTRICT 4

PROJECT No. – 2024-3005-02

- (f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the Laboratory assigned to make engineering evaluations of soils and materials.
- (g) **INSPECTOR** - An authorized representative of the CONSULTANT assigned to make inspections of the PROJECT.
- (h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this CONTRACT.
- (i) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the PROJECT.
- (j) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT (CERM, LLC) to perform engineering services for the PROJECT.
- (k) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.
- (l) **TEST** - A procedure necessary or appropriate according to approved laboratory testing practices, to determine whether or not the material being tested meets the PROJECT specifications.
- (m) **SOIL MECHANICS TEST** - A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved laboratory testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This CONTRACT shall include furnishing any and all labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and estimated cost hereof, and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this CONTRACT.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

All personnel assigned by the LABORATORY to this work shall be qualified by education and experience to perform the work assigned, and all personnel shall be subject to the approval of the CITY ENGINEER. All engineering services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama. Should the CITY ENGINEER decide that any personnel are not qualified, the LABORATORY shall replace same with personnel acceptable to the CITY ENGINEER.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile, Alabama during the term of the CONTRACT. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. **TESTING PROCEDURE:**

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. **ENGINEERING PROCEDURES:**

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. **SOIL TESTS:**

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The CITY will furnish prints of GIS area photo sheets of the project areas when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the CITY ENGINEER and CONSULTANT showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. **PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:**

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. **ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:**

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of tests on the Roadway Materials. Based on these evaluations,

pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The GEOTECHNICAL AND MATERIALS ENGINEER shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general one TEST for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals or at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness TEST which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE COURSE – Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base course thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For Embankment and Sub-Grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts, bridges and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit “B” attached, where applicable. For bridges at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration TEST and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the GEOTECHNICAL AND MATERIALS ENGINEER and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the GEOTECHNICAL AND MATERIALS ENGINEER in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit “B” attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of the Soil Borings and Soil Mechanics Tests, make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26 (a, b, and c).

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb, gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder TEST results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and shall be subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's

placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed, one at seven days and two at 28 days, from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the PROJECT.

20. TEST CONCRETE AGGREGATE:

(a) Concrete Aggregate quantities of 100 tons or less shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Concrete Aggregate quantities of more than 100 tons shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, 5, 8, & 9). If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report TEST results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by the manufacturer at the point of origin. If not feasible to TEST at origin, it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall TEST all aggregate for Surface Treatment paving prior to use. In general, one representative TEST shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) **JOB MIX FORMULA** - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) **TEST AT PLANT** - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time at the plant during operation and shall sign all load tickets. One extraction and gradation TEST and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density TEST shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) **TEST IN PLACE** - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline, and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

The CITY agrees to pay the LABORATORY as compensation for all services rendered under this CONTRACT, labor, materials, equipment, transportation and all

incidentals necessary, a sum not to exceed **\$45,000.00 (Forty-Five Thousand Dollars and Zero Cents)** as shown in Exhibit "A", to be paid as follows:

- (a) Construction Phase Services – A sum not to exceed **\$45,000.00 (Forty-Five Thousand Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.
- (b) Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit "B" where applicable.
- (c) Following award of the Agreement, the CITY shall pay the LABORATORY the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the rates in Exhibit "B" and shall not exceed **\$5,000.00 (Five Thousand Dollars and No Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this CONTRACT by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this CONTRACT and all terms and conditions contained herein. Neither the CITY nor the LABORATORY shall assign or transfer their respective interest or obligation in this CONTRACT without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

By signing this CONTRACT, the LABORATORY represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

30. E-VERIFY:

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.

31. ANTI-DISCRIMINATION:

LABORATORY 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.

32. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

- 1) Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- 2) Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
- 3) Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

(b) Comprehensive General Liability Insurance:

- 1) Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by LABORATORY.
- 2) Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- 3) General Aggregate Limit shall apply on a "Per Project" Basis.

(c) Automobile Liability Insurance:

- 1) Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

(d) Excess/Umbrella Liability Insurance

- 1) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- 2) Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

(e) Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- 1) Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2) Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
- 3) Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- 4) Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5) Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, LABORATORY shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

33. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

34. INDEMNIFICATION:

The LABORATORY shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

35. STANDARD OF PERFORMANCE:

LABORATORY shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

36. E-BUILDER:

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

The LABORATORY shall indemnify, defend, and save harmless the CITY, its officers and employees, against all claims, suits, loss, damages, fines, and costs of any description whatsoever arising out of or related to injury or damage to persons, including death, or property due to LABORATORY's negligence in the performance of this CONTRACT, including all reasonable attorneys' fees incurred by the CITY on account thereof.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, in triplicate, on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By: _____

William S. Stimpson

Mayor

ATTEST:

By: _____

Its City Clerk

Print: _____

Engineering Consulting Services Southeast, LLC

By: 

Print: David Marsh

Its: Branch Manager VP
ECS

Address: 133 W. Oxmoor Ste 205

Birmingham, AL
35209

Telephone: 205-588-5099

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that David Marsh, whose name is signed to the foregoing instrument in the capacity of Branch Manager of Engineering Consulting Services Southeast, LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 17th day of June, 2024.

Louder M. Anderson

NOTARY PUBLIC My Commission Expires: 1-4-2025

Louder M. Anderson
Notary Public, Alabama State At Large
My Commission Expires Jan 4, 2025

EXHIBIT 'A'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design and construction of the following projects:

2024 CIP RESURFACING – CITY COUNCIL DISTRICT 4

PROJECT No. – 2023-3005-02

Construction Phase Services – Not to Exceed Amount - \$45,000.00

Additional Services – Not to Exceed Amount - \$5,000.00

The estimated laboratory cost is not to exceed, unless otherwise approved:

\$ 50,000.00

FUNDING SOURCE:

2024 CIP

EXHIBIT 'B':
FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST
PAYMENT, AND SUMMARY OF HOURLY RATES



ECS SOUTHEAST, LLC

Geotechnical • Construction Materials • Environmental • Facilities

2024 ECS SOUTHEAST, LLC FEE SCHEDULE

PROFESSIONAL SERVICES

1100 – Principal Engineer, Per Hour	\$ 200.00
1200 – Sr. Engineer, Per Hour	\$ 185.00
1300 – Project Engineer, Per Hour	\$ 95.00
1503 – Project Manager, Per Hour	\$ 95.00
1515 – Staff Engineer, Per Hour	\$ 80.00
1531 – Special Inspector, Per Hour	\$ 75.00
1700 – Senior Technician, Per Hour	\$ 70.00
1800 – Technician, Per Hour	\$ 58.00
1950 – Administrative, Per Hour	\$ 70.00

FIELD SERVICES

Mobilization (Loading of Equipment in Yard,
Crew Transportation, Equipment Transfer)

City of Mobile

Outside of Mobile (Each Way)

\$ 500.00/Mob.
Plus 5.00 per Mile

Standard Penetration Test Borings - ASTM D1586

(Sampling Continuous for upper 10 feet, intervals of 5 feet after- Splitspoon Sampler)

<u>Depth (Ft.)</u>	<u>Footage Rate</u>
0 - 51	\$ 18.00/Ft.
51 - 100	\$ 22.50/Ft.
101 - 125	\$ 28.00/Ft.
Over 125 Feet	Special Quote

Additional Splitspoon Sampling

Undisturbed Thin Walled Shelby Tubes (3" OD) .

Difficult Moving/Standby/Setup/Clearing

\$ 35.00/Ea.
\$ 65.00/ per Attempt
\$ 325.00/per Hour

SOILS LABROATORY TESTING

4800 – Standard Proctor, classification included (ASTM D698), Each	\$ 550.00
4803 – Modified Proctor, classification included (ASTM D1557), Each	\$ 615.00
4480 – Particle Size Analysis + Hydrometer, (ASTM D422), Each	\$ 200.00
4875 – Particle Size Analysis (soils), (ASTM D422), Each	\$ 125.00
6092 – Minus #200 Wash, (ASTM D1140), Each	\$ 65.00
4300 – Atterberg Limits (ASTM D4318), Each	\$ 125.00
4100 – Natural Moisture Content (ASTM D2216), Each	\$ 26.00

724 LAKESIDE DRIVE, MOBILE, AL 36693 • T: 251-301-5220

ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP
ECS New York Engineering, PLLC - An Associate of ECS Group of Companies • www.ecslimited.com

"ONE FIRM. ONE MISSION."

FIELD TESTING AND OTHER INSPECTION SERVICES

3200 – Subcontract Work, Specialty Services	cost+15%
3350 – Trip Fee, per trip	\$ 50.00
5000 – Nuclear Density Gauge, Each Trip	\$ 55.00
5085 – Extraction/Gradation of Asphaltic Concrete, Each	\$ 333.00
5087 – Bulk Specific Gravity / Density of Asphalt Cores, Each	\$ 80.00
5092 – Asphalt Thickness Measurements, Each	\$ 20.00
5125 – Asphalt Maximum Specific Gravity (RICE), Each	\$ 265.00
6000 – Concrete Test Cylinder, Each	\$ 30.00
6010 – Grout Test Prism, Each	\$ 35.00
9049 – Asphalt Core & Patch, Each	\$147.00

The services described above would be rendered from **our full-service office and laboratory in Mobile, Alabama**. Unit rates are based on a 9-hour workday, Monday through Friday, between normal business hours of 6:00 a.m. to 6:00 p.m. Overtime will be charged and invoiced at 1.5 times the hourly rate indicated above for weeks that total more than 50-hours as well as work performed on weekends (Sat./Sun.) and holidays.

Please note that we do not charge a minimum trip time for our services. You will be billed for the actual travel time and time on site, as applicable.



EXHIBIT 'C': INSURANCE & CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2024

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
Arthur J. Gallagher Risk Management Services, LLC
14026 Thunderbolt Pl
Chantilly VA 20151

CONTACT NAME:
PHONE (A/C, No, Ext): 703-988-0900 **FAX (A/C, No):** 703-988-9498
E-MAIL ADDRESS: Joelle_Cutro@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Federal Insurance Company	20281
INSURER C : Bankers Standard Insurance Company	18279
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ECS Southeast, LLC
14030 Thunderbolt Place
Suite 500
Chantilly VA 20151

COVERAGES

CERTIFICATE NUMBER: 2043214

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 ☒ Contractual Liab ☒ X C U Incl GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	ENP 0219991	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	EBA 0559255	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	79891344	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	☒ 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	N/A	71764167	12/1/2023	12/1/2024	☒ 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)

Project Number: 2024-3005-02, 2024 CIP Resurfacing, City Council District 4

City of Mobile is included as Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability coverage where required by written contract. A waiver of subrogation is granted in favor of the above-listed parties on all policies where required by written contract. 30 days prior written notice of cancellation (10 days' notice for non-payment of premium). Umbrella follows form.

CERTIFICATE HOLDER

City of Mobile
Mobile Government Plaza
205 Government St
Mobile AL 36602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT 'D': E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared David Marsh (affiant) who, being duly sworn says as follows:

Vice President of ECS Southeast, LLC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President for ECS Southeast, LLC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

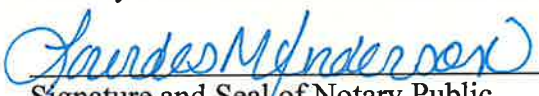
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said ECS Southeast, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1833247


Vice President of ECS Southeast, LLC

Sworn to and subscribed before me this the 21st day of June, 2024

I certify that the affiant is known to me to be the identical party he or she claims to be.


Signature and Seal of Notary Public

Lourdes M. Anderson
Notary Public, Alabama State At Large
My Commission Expires Jan 4, 2025



Company ID Number: 571783



Client Company ID Number: 1833247

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Engineering Consulting Services LTD (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



Company ID Number: 571783

Client Company ID Number: 1833247

2. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of



Company ID Number: 571783

Client Company ID Number: 1833247

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



Company ID Number: 571783

Client Company ID Number: 1833247

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



Company ID Number: 571783

Client Company ID Number: 1833247

E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



Company ID Number: 571783

Client Company ID Number: 1833247

In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify

Company ID Number: 571783

Client Company ID Number: 1833247

rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



Company ID Number: 571783

Client Company ID Number: 1833247

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance



Company ID Number: 571783

Client Company ID Number: 1833247

with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all



Company ID Number: 571783

Client Company ID Number: 1833247

existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 571783

Client Company ID Number: 1833247

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.



Company ID Number: 571783

Client Company ID Number: 1833247

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.



Company ID Number: 571783

Client Company ID Number: 1833247

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
 - a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
 - b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
 - c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
 - d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.
2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

Company ID Number: 571783

Client Company ID Number: 1833247

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

Company ID Number: 571783

Client Company ID Number: 1833247

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

Company ID Number: 571783

Client Company ID Number: 1833247

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



Company ID Number: 571783

Client Company ID Number: 1833247

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



Company ID Number: 571783

Client Company ID Number: 1833247

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Engineering Consulting Services LTD (Employer) hereby designates and appoint Paylocity Corporation (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 571783

Client Company ID Number: 1833247

Approved by:

Employer Engineering Consulting Services LTD	
Name (Please Type or Print) Kisha Warren	Title
Signature Electronically Signed	Date 05/12/2022
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Kisha Warren	Title
Signature Electronically Signed	Date 05/12/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/13/2022



Company ID Number: 571783

Client Company ID Number: 1833247

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Engineering Consulting Services LTD
Company Facility Address	14030 Thunderbolt Place Suite 500 Chantilly, VA 20151
Company Alternate Address	14030 Thunderbolt Place Suite 500 Chantilly, VA 20151
County or Parish	FAIRFAX
Employer Identification Number	541439291
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	112 site(s)



Company ID Number: 571783

Client Company ID Number: 1833247

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	4
AZ	2
CO	1
DC	2
FL	11
GA	8
HI	1
IA	1
IL	5
KY	1
LA	2
MD	8
MS	1
NC	12
NJ	1
OH	4
OK	2
PA	8
SC	4
TN	5
TX	7
VA	18
WI	3
WV	1



Company ID Number: 571783

Client Company ID Number: 1833247

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Lorie Debo
Phone Number 5712996029
Fax
Email ldebo@ecslimited.com

Name David Gold
Phone Number 5712996056
Fax
Email dgold@ecslimited.com



Company ID Number: 571783



Client Company ID Number: 1833247

This list represents the first 20 Program Administrators listed for this company.



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2024-3005-02 Current Date 6 / 28 / 24

Project Description 2024 CIP Resurfacing Council District 4

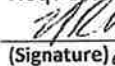
By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a materials testing contract and the required work is specialized and small enough not to warrant the use of sub-consultants.

Nick Amberger

Requested By (Department Director)


(Signature)

City Engineer

(Title)

5/8/2024

(Date)

251-208-7426

Telephone Number

nick.amberger@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)


(Signature)

(Title)

7/16/2024
(Date)

Approved By (CAO)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Karen Poth

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

3 year contract with Fresh Fruit Hospitality, LLC, to provide cafe management services for the National Maritime Museum of the Gulf of Mexico. Exclusive franchise - contractor pays \$1,200/per month license fee to City.

Amount of Contract:

Revenue \$1,200/month

Funding Source

ATTACHMENTS:

1. 2024 Agenda Package Maritime Fresh Fruit

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 18 June 2024 Date Item No. _____

Submitted by: National Maritime Museum of GOM Department Karen Poth Department Head

Sponsored by: Mayor William S. Stimpson Name _____ Title _____

Reviewed by: Joseph Snowden Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date _____

A brief synopsis and explanation of the following:

PROJECT NAME: Concession Services - National Maritime Museum of the Gulf of Mexico

PURPOSE & SCOPE OF PROJECT:

3 year contract with Fresh Fruit Hospitality, LLC, to provide cafe management services for the National Maritime Museum of the Gulf of Mexico. Exclusive franchise - contractor pays \$1,200/per month license fee to City.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: Revenue \$1,200/month

FUNDING SOURCE:

Budget Item: Rev.to 1000.4020.34230 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: upon signature

Renewal date of contract (if applicable): n/a

If not bid, state reason: Professional Service - Request for Proposals issued.

How many bidders received bid packages (if applicable): 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 Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Fresh Fruit Hospitality, LLC, for three years, to provide café management services for the National Maritime Museum of the Gulf of Mexico, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



**City of Mobile
Café Management Services
National Maritime Museum of the Gulf of Mexico**

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2024, (“effective date”) by and between the City of Mobile (“City”), a political subdivision of the State of Alabama “City”, represented by its Mayor, and Fresh Fruit Hospitality, LLC (“Contractor”).

WITNESSETH:

WHEREAS, City has previously determined that it has a need for Café Management Services for the National Maritime Museum of the Gulf of Mexico (NMMOG) Café; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for proposal, RFP Number 5879 (hereinafter Request for Proposals or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the RFP, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Scope of Services. The Contractor hereby agrees to provide the City with professional Café Management Services supporting the customer experience at the NMMOG, using specified kitchen and serving facilities provided by the City in the NMMOG, as requested and more specifically outlined in the RFP, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.

3. Term of Agreement. The period of time from the beginning of the contract to its conclusion shall be called the “Term.” This Agreement shall begin on the effective date and continue for three years. The Contractor agrees to begin serving patrons in accordance with the requirements of this Agreement within thirty (30) days. Services shall continue for a period of three years, as set out herein above unless canceled or terminated as provided herein below.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In

the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.

6. Cancellation. Each Party reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.

7. Compensation. The contractor shall pay the City monthly license fee in the amount of \$1,200, due and payable in full to the City of Mobile on the first business day of each calendar month beginning 60 days after the execution of this agreement. The City is responsible for the cost of daily janitorial services for all restrooms and shared spaces. The Contractor shall be responsible for cleaning and/or janitorial service required for the kitchen and dining areas of the café' as well as the removal of garbage.

8. Insurance Requirements. The contractor shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it, NMMOG Café, and the City of Mobile (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name NMMOG Café, and the City of Mobile as an additional insured and* shall attach to this contract as proof thereof a certificate of insurance. On or before the inception of this agreement, and annually thereafter for the duration of this agreement (or longer if stated otherwise), the Contractor shall maintain the following insurance policies on a primary and non-contributing basis. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

The following minimum amounts of insurance will be maintained for the duration of the contract:

A. Worker's Compensation

Statutory – an amount and coverage as required by law of the state of Alabama.

B. General Liability – Premises/Operations

Public Liability, including premises, products and complete operations

1. Bodily Injury Liability
 - a. \$500,000 each person
 - b. \$1,000,000 each occurrence
2. Property Damage Liability
 - a. \$1,000,000 each occurrence or
 - b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - \$2,000,000 single limit

C. Automobile Liability – Comprehensive, including owned, non-owned, and hired vehicles. *(If Service Provider does not own an automobile, but one is used in the execution of the agreement, then only "hired and non-owned coverage" is required.)*

1. Bodily Injury Liability
 - c. \$250,000 each person
 - d. \$500,000 each occurrence
 2. Property Damage Liability
 - c. \$100,000 each occurrence
- OR

Combined Bodily Injury and Property Damage -
\$500,000.00

The policy shall provide endorsements or exclusions removed for property damage liability, personal injury liability, contractual liability, product liability, and independent contractor liability.

9. Waiver of Subrogation. The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City of Mobile and such waiver shall be reflected on the Certificate(s) of Insurance. The Contractor does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials for any claims arising from the work related to this project or this Agreement. The contractor further agrees to provide notice of this waiver to its insurer and to secure its insurer's acknowledgment and consent to this waiver.

10. Non-Waiver. Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Contractor's insurance or otherwise contained in this Agreement.

11. Notice. All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address for the City and Contractor at:

Karen Poth
Executive Director, National Maritime Museum of the Gulf of Mexico
155 S. Water Street
Mobile, AL 36602

And to Contractor at:
Fresh Fruit Hospitality, LLC.
750 Downtowner Loop West H#143
Mobile AL 36609

12. Permits/Licenses. The contractor must secure and maintain any and all permits and licenses required to complete this contract.

13. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection. Any inspection requested shall be arranged with fourteen (14) days' notice to the Contractor.

14. Indemnification. Contractor its agents, employees, and officers shall indemnify, defend, and hold harmless, City its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

15. Venue/Jurisdiction. The parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be Mobile County, Alabama.

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

17. Non-Discrimination. 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.

18. Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama.

19. Anti-Boycott. By signing this contract, Contractor agrees and represents it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business within a jurisdiction with which the State of Alabama can enjoy open trade.

20. Documents Comprising Contract. The Contract shall include this Agreement for professional Cafe Management Services, as well as the following documents, which are incorporated herein by reference:

- a. The City of Mobile's Request for Proposals 5879, including all of its addenda and attachments; and
- b. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above-referenced date.

Contractor, Fresh Fruit Hospitality, LLC

Devin M. Blakely

Date: 7/10/2024

Devin M. Blakely, Owner

TaCarla Freeman

Date: 7/10/2024

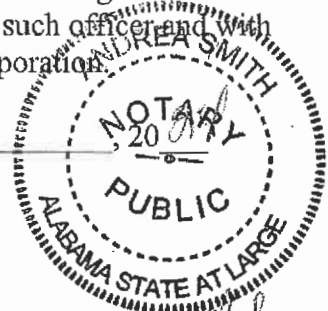
TaCarla Freeman, Owner

ACKNOWLEDGEMENT

The State of Alabama, County of MOBILE

I, Andrea Smith a Notary Public, in and for said County in said State, hereby certify that Devin M. Blakely and TaCarla Freeman whose name as Owner(s) of Fresh Fruit Hospitality, LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 07 day of 10



City of Mobile

Date _____

William S. Stimpson, Mayor

City Clerk

Exhibit A: Scope of Services.

Exhibit B: Evidence of Insurance.

EXHIBIT A: SCOPE OF SERVICES

A. Contractor Responsibilities:

1. Full operation of the kitchen including ordering of the food, providing janitorial supplies and dish washer chemicals, preparing weekly menus, food preparation, serving meals, clean-up of kitchen, serving area, and dining room tables, and collection of patron meal payments.
2. Hire, train, and pay all personnel necessary to operate the kitchen to provide the best of service, and ensure all engaged in food handling are properly certified and equipped.
3. The Galley should be open between the hours of 10:00 am and 4:00 p.m. Wednesday through Saturday. Galley will offer food and beverage services to Museum visitors, employees and other individuals authorized to be on Museum premises.
4. Authority over café management and operations including menu design shall reside with the Contractor and be subject to review by the executive director of the museum to ensure mutually beneficial branding.
5. . . . Maintain proper hygiene and food safety, keep all spaces used clean, neat and uncluttered, and pass all Health Department Food Safety inspections with a grade not less than 90.
6. Provide all financial record-keeping associated with Cafe operations to include all city, county, state and federal tax preparation and payments.
7. Provide liability insurance in the amount of \$1,000,000 (bodily injury and property damage combined - \$1,000,000/occurrence, and the City will be named as an additional insured.

B. City Responsibilities:

1. Provide kitchen and serving facilities with reasonable access in the NMMOG building for Contractor to perform the food service functions required by this Agreement.
2. Provide and maintain responsibility for all major capital related items, such as facility, utilities (water, gas and electricity), phone service (to exclude long distance phone calls), and keyed or coded 24-hour access to the facility.
3. Prior to the effective date of this Agreement, ensure that all appliances, equipment and fixtures provided for Contractor's use are in good condition and working order.
4. Provide both regularly scheduled maintenance and repairs subject to a Maintenance Contract to be supplied by the Museum. Maintenance requests outside of normal

business hours will be serviced on a case-by-case basis and shall require the Contractor's presence.

5. City will schedule and satisfy all required inspections of the Space including state health inspection prior to occupancy.

6. City shall be responsible for the inspection and maintenance and repair of the facility's electrical systems; ventilation system including Kitchen hoods; fire extinguishers and Ansel system; grease trap and tank.

7. Market availability of Contractor's food service in promotional materials for NMMOG.

EXHIBIT B EVIDENCE OF INSURANCE

**BINDER-RECEIPT**

- ☒ STATE FARM FIRE AND CASUALTY COMPANY
☐ STATE FARM GENERAL INSURANCE COMPANY
☐ STATE FARM FLORIDA INSURANCE COMPANY
☐ STATE FARM LLOYDS

- ☐ Apartment
☐ Rental Dwelling
☐ Condominium Association
☒ Business
☐ Church
☐ Other

Last Name Name FRESH FRUIT HOSPITALITY LLC		Effective Date: 06-06-2024
First Name		Middle Name or Initial
Co-applicant's Name (if applicable)		D/B/A
Mailing address 5040 GOVERNMENT BLVD		City or Town MOBILE
State AL	ZIP Code 36693-5022	County

POLICY/COVERAGE FORM	INSURANCE LIMITS	PROPERTY OR INTERESTS COVERED	LOCATION AND DESCRIPTION OF PROPERTY OR INTERESTS	PREMIUM
FRESH FRUIT HOSPITALITY	5000	business personal prop	5040 government st, mobile,al	271
Liability:				
☒ Business Liability NOTE: The Annual Aggregate and products/completed operations aggregate limits are equal to 2 times the occurrence limit.	Each Occurrence 1000000			147
☐ Personal Liability	Each Occurrence			
☒ Medical Payments	Each Person 5000			10
☐				
☐				

Deductibles: **1000**

Name and Address of Mortgagee/Other Interest:

Total Premium	\$	238.00
Amount Paid	\$	0.00

Named Additional Insured,CITY OF MOBILE,205 GOVERNMENT ST,MOBILE, AL,366440001

Loan Number:

State Farm® will provide coverage to the applicant and his or her legal representative on the property described for up to ninety (90) days from the Effective Date, subject to all terms and conditions of the policy and endorsements for which application has been made. If no Effective Date is indicated, this Binder does not provide any coverage. This Binder will be void when the declarations page is issued on the policy for which application has been made or when coverage under this Binder is canceled in accordance with policy provisions.

The premium due State Farm for the coverage provided by this Binder will be the full annual premium for the policy for which application has been made, and will be pro-rated for the length of time coverage is provided under this Binder.

If coverage in this Binder replaces coverage in other policies terminating at 12 Noon (Standard Time) on the inception date of this Binder, this Binder will be effective at 12 Noon (Standard Time) instead of 12:01 a.m. Standard Time.

Agent's Code Stamp
Rae Rodgers
311 S Sage Ave Ste A
Mobile,AL,36606-3635
(251)470-5050

AGENT: It is very important that you mail a copy of the Binder and a completed application to this Company on the day issued.



Alabama Secretary of State



Fresh Fruit Hospitality, LLC	
Entity ID Number	001-121-526
Entity Type	Domestic Limited Liability Company
Principal Address	5040 GOVERNMENT BLVD Mobile, AL 36693
Principal Mailing Address	750 DOWNTOWNER LOOP WEST, STE H #143 Mobile, AL 36609
Status	Exists
Place of Formation	Alabama
Formation Date	02/15/2024
Registered Agent Name	Blakely, Devin M
Registered Office Street Address	5040 GOVERNMENT BLVD Mobile, AL 36693
Registered Office Mailing Address	750 DOWNTOWNER LOOP WEST, STE H #143 Mobile, AL 36609
Nature of Business	New Business
Organizers	
Organizer Name	Freeman, TaCarla
Organizer Street Address	750 DOWNTOWNER LOOP WEST, STE H143 Mobile, AL 36609
Organizer Mailing Address	750 DOWNTOWNER LOOP WEST, STE H143 Mobile, AL 36609
Transactions	
Transaction Date	03/18/2024
Agent Mailing Address Changed From	750 DOWNTOWNER LOOP WEST, STE H143 Mobile, AL 36609
Transaction Date	03/18/2024
Legal Name Changed From	Fresh Fruit LLP
Transaction Date	03/18/2024
Miscellaneous Filing Entry	CONVERSION FROM D2P FILED
Transaction Date	03/18/2024

Fresh Fruit Hospitality, LLC	
Principal Mailing Address Changed From	750 Downtowner Loop West, Ste H143 Mobile, AL 36609
Transaction Date	03/18/2024
Principal Office Changed From	750 Downtowner Loop West, Ste H143 Mobile, AL 36609
Transaction Date	03/18/2024
Registered Agent Changed From	Blakely, Devin M 750 Downtowner Loop West, Ste H143 Mobile, AL 36609
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/15/2024 Certificate of Formation 5 pgs.
Document Date / Type / Pages	03/18/2024 Conversion 8 pgs.

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CITY OF MOBILE
REQUEST FOR PROPOSALS (RFP)
RFP 5879:

FOOD CONCESSION
NATIONAL MARITIME MUSEUM OF THE GULF OF MEXICO

The City of Mobile is seeking proposals to establish and operate a food and beverage concession to provide food services for visitors to the National Maritime Museum of the Gulf of Mexico, 155 South Water Street, Mobile, Alabama.

Written Letters of Interest and Proposal Due 4:00 p.m, May 16, 2024

Submit written Letters of Interest and Proposal to:

Executive Director,
National Maritime Museum of the Gulf of Mexico
155 South Water Street
Mobile, Alabama 36602

Questions are due to Purchasing@CityofMobile.org: 4:00 pm, May 7, 2024

Letters of Interest and Proposal must be submitted in a sealed envelope with at least one signed original. Proposals submitted after the due date and time may not be considered. The proposing party accepts all risks of late delivery of mailed proposals regardless of fault. The City retains the complete discretion whether to waive any irregularities in the acceptance of submissions in response to this RFP.

The full contents of the RFP, and any subsequent Addenda to this RFP may be found at <http://www.cityofmobile.org/bids/>.

1. GENERAL INFORMATION

- 1.1. The City of Mobile, Alabama, ("City") is seeking a vendor to establish and operate a food and beverage concession out of the existing kitchen facility at the National Maritime Museum of the Gulf of Mexico ("Museum") at 155 Water Street in Mobile, Alabama. The City intends the concession to be an exclusive franchise that will complement the Museum experience by providing prepared and packaged lunches, snacks, and beverages for museum visitors.
- 1.2. The vendor will be responsible to the Executive Director (ED) of the Museum, or her designated representative, for all tasking and administrative oversight.
- 1.3. The vendor will have exclusive use of the galley facility on the first floor of the Museum, to include the restaurant seating area. The vendor will pay a monthly



rental fee to the City for use of the facility. The City will provide all public utilities and major equipment to include power, water, internet, fire control, pest control, heating/cooling, lighting, hot water, stoves, ovens, microwaves, refrigerators, dishwashers, fryer, grease trap, hood and trash dumpster. Vendor will be responsible for all food service equipment and supplies, and cleaning equipment, trash collection and removal to City-provided receptacles, and supplies.

- 1.4. The vendor will be required to set menus of available pre-prepared food items that can be ordered in advance for pickup by Museum visitors, or can be purchased during a Museum visit. The vendor will set menus and pricing. The vendor will be responsible for sales, collection of payments for the meals, and purchase of all food items, food packaging, condiments, supplies, and cleaning materials necessary to operate the concession.
- 1.5. The vendor will be required to operate the food concession in support of Museum visitors whenever the Museum is open, to include after-hours events when the vendor is specifically contracted to cater for that event. The vendor will be required at all times to maintain a clean, welcoming facility fully compliant with all food safety, handling, and health department requirements. Vendor shall at all times keep the kitchen and serving areas free of clutter and litter and messes (spills). All public-facing vendor employees will present a courteous professional appearance. The vendor will designate a site manager who will be responsible for managing vendor performance and collaborative with the ED and Museum staff at all times.
- 1.6. The vendor will be allowed use the Museum galley facility to prepare food for other vendor catering functions on a completely not-to-interfere-basis with its primary obligation to support food services for the Museum.
- 1.7. The City will intend to offer the selected vendor a three-year exclusive franchise, renewable with the consent of both parties for additional one-year periods.
- 1.8. The selected vendor will be required to obtain and maintain all required licenses and permits. The vendor will be required to indemnify the City and provide evidence of insurance coverage naming the City as an additional insured.
- 1.9. The City will have the complete discretion to terminate the franchise at any time with a 60-day written notice.
- 1.10. Interested vendors must have experience operating a successful food catering or retail concession operation. The City will select the vendor who, in the City's sole discretion, has the best likelihood for successfully operation a food concession that will best complement the Museum experience for Museum guests.



- 1.11. The food concession facility at the Museum will be open for viewing by contacting the Museum ED at the following: (251) 348-6956.
- 1.12. Written questions may be submitted via e-mail to Purchasing@CityofMobile.org by the date and time identified on the cover of this RFP. All questions submitted will be answered in writing, and all persons who have indicated the intent to participate in this solicitation will receive a copy of the answer.
- 1.13. The City reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, this RFP does not obligate the City to acceptor contract for any expressed or implied services.
- 1.14. The City assures that no person shall, on account of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Mobile further assures that every effort will be made to ensure non-discrimination in all of its programs and activities.

2. RFP SUBMISSION PROCESS

- 2.1. Proposer's Certification. Each proposer shall complete the "Proposer's Certification" form included with this request for proposal as **EXHIBIT A**, and submit the form with the proposal. Proposals may be rejected if the Proposer's Certification form is not submitted with the proposal.
- 2.2. Narrative Submission. In addition to the Certification Form, proposers shall submit a summary of your interest in providing the services, and why the City should select you for this opportunity. The City will conduct an initial review and scoring of the letter of interest and proposal, and follow-up with proposers it deems most promising to develop more detailed information to evaluate the most promising proposal(s).
- 2.3. Proposals should be prepared simply, providing a straightforward, concise description of the Proposer's ability to satisfy the requirements of the RFP.
- 2.4. The City may request additional information in its selection process. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate and to conduct interviews with any proposers.
- 2.5. The City reserves the right to request at any time that the Proposer modify his proposal to more fully meet the needs of the City. The City also reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all



proposals, and to waive minor irregularities in the procedures or in any submission.

- 2.6. The City cannot guarantee the confidentiality of any information or materials submitted in response to this RFP, though it will endeavor to protect from disclosure confidential financial information marked as such by proposers, and determined by the City to be sensitive and confidential. Proposals and communications exchanged in response to this RFP should be assumed to be potentially subject to public disclosure.

3. METHOD OF SELECTION

- 3.1. Late proposals: Proposals received by the City after the due date and time may not be considered. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.
- 3.2. Completeness: All information required by the RFP must be supplied to constitute a legitimate and responsive proposal.
- 3.3. The City will conduct an initial evaluation of all submitted letters of interest and proposal by a designated City selection team. The evaluation process will identify the proposers who, in the City's sole discretion, best meet the City's needs and objectives for follow-up consideration. At that point the City may request more detailed information regarding qualifications, references, experience, business plans, menu and pricing details for more detailed scoring.
- 3.4. The intent of the City is to select one vendor whose proposal is determined to be the most advantageous to the City based on the evaluation criteria. The City is seeking and will select the Operator that best demonstrates the ability to provide innovative, affordable and reliable services to Museum patrons while paying reasonable concession fees to the City.
- 3.5. Proposals will be evaluated on a 100 point scale according to the following categories and weighting:

3.5.1. Qualifications, experience, and past performance	35 points.
3.5.2. Business Plan (viability, creativity) –	35 points.
3.5.3. Menu Quality, Variety, and Pricing –	30 points

4. NEGOTIATIONS AND CONTRACT

- 4.1. The City will negotiate a service contract with the selected vendor that will incorporate the terms of this RFP.



- 4.2. The selected vendor may sell, transfer, or give concession rights to anyone else without the express written permission of the City. The selected vendor will be expected to operate the concession awarded.

EXHIBIT: A Proposer's Certification

EXHIBIT A

Proposer's Certification

PLEASE SIGN YOUR PROPOSAL BELOW AND SUBMIT WITH YOUR PROPOSAL.
UNSIGNED PROPOSALS WILL NOT BE CONSIDERED.

Attest: I have read and understood the requirements stated by the City in this Proposal package. I certify that all representations I have made herein are true and accurate. I have authority to make representations and sign documents on behalf of this Proposer.

Signature

Date

Printed Name

Title

Official Corporate Name and Address

Proposer's Point of Contact (Name, Email, Phone) for this Bid:

Attach your Narrative Submission to include a brief summary of your interest and why the City should select you for this opportunity.

Sealed Written Proposals to be received by 4:00pm. May 16, 2024 to.

Executive Director,
National Maritime Museum of the Gulf of Mexico
155 South Water Street
Mobile, Alabama 36602

EXHIBIT A

Proposer's Certification

PLEASE SIGN YOUR PROPOSAL BELOW AND SUBMIT WITH YOUR PROPOSAL.
UNSIGNED PROPOSALS WILL NOT BE CONSIDERED.

Attest: I have read and understood the requirements stated by the City in this Proposal package. I certify that all representations I have made herein are true and accurate. I have authority to make representations and sign documents on behalf of this Proposer.

Devin Blakely 5/6/24
Signature Date

Devin Blakely
Printed Name

Owner
Title

Fresh Fruit Hospitality, LLC
Official Corporate Name and Address

Devin Blakely Freshfruitfrshllc@gmail.com 205-394-9159
Proposer's Point of Contact (Name, Email, Phone) for this Bid:

Attach your Narrative Submission to include a brief summary of your interest and why the City should select you for this opportunity.

Sealed Written Proposals to be received by 4:00pm. May 16, 2024 to.

Executive Director,
National Maritime Museum of the Gulf of Mexico
155 South Water Street
Mobile, Alabama 36602

Fresh Fruit Hospitality LLC
750 Downtowner Loop West H#143
Mobile, AL 36609
freshfruitfrshlife@gmail.com

Chef Devin Blakely

Chef TaCarla Freeman

Fresh Fruit Hospitality is an exceptional hospitality food service company specializing in providing top-quality catering and foodservice solutions for dining operations, private, and corporate events. Our mission is to deliver a seamless and unforgettable dining experience to our clients, and to provide the quality, service and value in their foodservice operations that keep employees and patrons satisfied. Ensuring their satisfaction with every aspect of our service. Fresh Fruit is dedicated to providing exceptional hospitality and service for your foodservice events. With our personalized menus, experienced staff, and commitment to sustainability, we aim to create unforgettable experiences that leave a lasting impression on our clients and their guests.

We want to partner with the City of Mobile, The National Maritime Museum of the Gulf of Mexico and its Executive Director to provide a foodservice solution that will organize, execute and manage the foodservice needs of the museum. We also want to partner with the museum to attract the traffic of guests that will come to appreciate the long-standing history of our beloved gulf coast. We believe our presence, café concept and food selections will attract and keep the type of business that is established and bring in new opportunity of growth for revenue in room rentals and events for the museum. Fresh Fruit Hospitality LLC is the best fit for the exciting growth that is about to take place in the museum and the city.



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Ricardo Woods

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Funding Agreement with National Railroad Passenger Corporation for City's commitment of its contingent, pledged non-federal match funds for the Gulf Coast Service of Amtrak

Amount of Contract:

\$3,048,013.00 over a period of 3 years.

Year 1: \$491,251.00

Year 2: \$1,003,735.00

Year 3: \$1,553,027.00

Funding Source

Capital C0007 20002000.42080

ATTACHMENTS:

1. Resolution - Amtrak Funding Agreement
2. Amtrak Funding Agreement.GulfCoastREGrantNonFederalMatchMobilev022924CC - Mobile Edits 06.06.24AmtrakEdits06.AmtrakFinal (4

REVIEWERS:

Tiereney Leverette

Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: AMTRAK FUNDING AGREEMENT GULF COAST SERVICE PR

PROJECT # 2000200042080 DATE OF RECEIPT 07/25/2024

PROJECT DESCRIPTION Funding agrment w/National Railroad Passenger Corp. for City's commitment to match funds for Grant +

CONTRACT AMOUNT \$3,048,013

VENDOR NAME National Railroad Passenger Corp

VENDOR NUMBER _____

DEPT # 0510 DEPT NAME Mayor's Office

CONTRACT ADMINISTRATOR Scott Collins/Richard Moore

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual

Performance-Contributed Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: *Josh Prie* Date 07/25/2024

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 *Funding Agreement Related to Non-Federal Match Commitment in Support of Federal Restoration and Enhancement Grant for Gulf Coast Service* between the City of Mobile and the National Railroad Passenger Corporation (Amtrak), for the City's commitment of its contingent, pledged non-federal match funds for the Gulf Coast Service of Amtrak, 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, accept and receive grant funding, and to sign any agreements or other documents in connection with the funding and to provide any information required. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

**FUNDING AGREEMENT RELATED
TO
NON-FEDERAL MATCH COMMITMENT IN SUPPORT OF
FEDERAL RESTORATION & ENHANCEMENT GRANT FOR
GULF COAST SERVICE**

THIS FUNDING AGREEMENT RELATED TO NON-FEDERAL MATCH COMMITMENT IN SUPPORT OF FEDERAL RESTORATION & ENHANCEMENT GRANT FOR GULF COAST SERVICE ("Agreement") is entered into as of the ____ day of _____, 2024 ("Effective Date"), by and between the City of Mobile, Alabama ("City"), having a principal place of business at 205 Government Street, Mobile, AL 36633-1827, and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act now codified at Title 49 U.S.C. §24101 *et seq.* and under the laws of the District of Columbia, having a principal place of business at 1 Massachusetts Avenue, NW, Washington, DC 20001 ("Amtrak").

BACKGROUND

- A. As part of the effort to restore Amtrak intercity passenger rail service between New Orleans, LA and Mobile, AL ("Gulf Coast Service"), the Southern Rail Commission ("SRC") sought two (2) Restoration & Enhancement ("R&E") Grants under the Federal Railroad Administration's ("FRA") Restoration & Enhancement Grant Program. SRC's R&E Grant applications were supported by pledged non-federal match commitments from the State of Louisiana, the State of Mississippi and the City of Mobile ("Funding Parties"). A copy of the City's contingent pledged non-federal match commitment is set forth as Exhibit A.
- B. The SRC was awarded two (2) R&E Grants of \$4,360,000 on August 29, 2019, and \$5,450,000 on May 20, 2020 ("SRC R&E Grant Awards").
- C. The SRC and the FRA have requested that the SRC R&E Grant Awards be transferred to Amtrak for the first year of operation of Gulf Coast Service and Amtrak has agreed to accept the SRC R&E Grant Awards for the first year of operation.
- D. As a result of the transfer of such SRC R&E Grant Awards to Amtrak, Amtrak anticipates obligating the SRC R&E Grant Awards with the FRA ("FRA-Amtrak R&E Grant") for Gulf Coast Service, subject to execution of corresponding funding agreements with the Funding Parties for pledged non-federal match commitments from the Funding Parties for the first three (3) years of operation of the Gulf Coast Service.
- E. Amtrak expects SRC to apply to FRA for an additional R&E Grant in Summer 2024 to cover the remaining eligible federal share of the first three years of operation of Gulf Coast Service and, if awarded, to transfer that grant to Amtrak to support the second and third years of operation of the Gulf Coast Service.
- F. This Agreement represents the City's commitment of its contingent, pledged non-federal match commitments to the FRA-Amtrak R&E Grant for the first three (3) years of operation of the Gulf Coast Service ("City Funding"). The City shall remit to Amtrak the City Funding in accordance with the terms in Section 1, and subject to the contingencies described in Section 2, of this Agreement.

- G. The City and Amtrak are parties to a lease agreement for certain real property identified as Parcel 2906400012002.001, Key Number 4002860 in the property records of Mobile County, Alabama (“Lease Agreement”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to incorporate the foregoing Background into this Agreement by this reference, and further agree as follows:

- Section 1. Funding Commitment. Subject to the satisfaction of all of the other terms of this Agreement, the City commits to funding the City Funding for the Term of this Agreement in the amounts not to exceed the amounts set forth below. The City’s non-federal R&E match funding commitment is limited to no more than \$3.048 million over a three-year period, currently expected to begin in 2025 and concluding in 2028.

Year 1	\$491,251
Year 2	\$1,003,735
Year 3	\$1,553,027

Non-Federal R&E Match After SRC R&E Grant Awards. The City’s non-federal R&E match funding commitment is limited to the 3-year period as specified and illustrated above and the City makes no representation that it will provide any additional non-federal R&E match funding for the Gulf Coast Service beyond that time period. Therefore, the City Funding is the full extent of the financial contribution to the non-federal R&E match to be provided by the City, and Amtrak should not anticipate nor rely on any additional R&E match funding from the City. Any additional non-federal R&E match funding shall be sought from other sources at the conclusion of the 3-year funding commitment.

- Section 2. Contingencies.

a. The City’s Funding Commitment described in Section 1 may be used by Amtrak solely for the City’s share of non-federal funding match for the Amtrak-FRA R&E Grant for the Gulf Coast Service. No portion of the City Funding may be used by Amtrak to fund the construction of any physical infrastructure required for (i) the Gulf Coast Service, or (ii) the mitigation of any future impact that any regularly scheduled intercity rail passenger service between the City of Mobile and the City of New Orleans other than the currently anticipated two (2) trains per day each way may have on freight rail service.

- Section 3. Termination. Notwithstanding the foregoing Section 1, this Agreement may be terminated by the City immediately and without recourse to Amtrak if, at any point in time before one or more of the payments referenced in Section 1 are due and owing from the City to Amtrak, the City has terminated the Lease Agreement pursuant to Section 8.1.2.5 of the Lease Agreement; provided, however, that nothing in this Agreement shall be deemed to waive, limit or abridge Amtrak’s statutory rights.

- Section 4. Payment by City. Subject to the satisfaction of all of the other terms of this Agreement, City shall remit the City Funding in three annual installments. The City shall remit the City

Funding for the first year of operation of Gulf Coast Service no later than thirty (30) days prior to the start of revenue service. Subject to the award by FRA of an R&E Grant covering the remaining eligible federal share for the first three years of operation of the Gulf Coast Service, without which R&E Grant the City shall have no further funding obligation hereunder, the City shall remit the City Funding for the second year of operation of Gulf Coast Service no later than thirty (30) days prior to the start of second year of operation of Gulf Coast Service and the City shall remit the City Funding for the third year of operation of Gulf Coast Service no later than thirty (30) days prior to the start of third year of operation of Gulf Coast Service. In the event that any scheduled payment is not paid in full when due, the City shall pay Amtrak interest at the rate of one percent (1%) per month on the amount unpaid, calculated from the date on which such payment was due and continuing until paid in full.

Section 5. Notices.

Any notices required by this Agreement or related to the Gulf Coast Service by either party shall be in writing and shall be directed to the representatives identified herein by personal delivery or by deposit in the United States mail via first class mail, postage prepaid, or by overnight courier. The representatives and/or addresses set forth herein may be changed at any time by either party hereto by notice in writing to the other.

For Amtrak: Sr. Manager State Supported Service Line
National Railroad Passenger Corporation
510 W. Martin St., Suite 130
Raleigh, NC 72603

With a copy to:

General Counsel
National Railroad Passenger Corporation
1 Massachusetts Ave., NW
Washington, DC 20001

For the City: Mayor William S. Stimpson
City of Mobile
205 Government Street
10th Floor
Mobile, AL 36633-1827

With a copy to:

Ricardo Woods, Esq.
Burr & Forman
11 North Water Street, Suite 22200
Mobile, AL 36602

Section 6. Set Off. In no event shall the City be entitled to set off or reduce any payments owed to Amtrak hereunder, notwithstanding any amount that the City believes is owed, or is owed, by Amtrak to the City or any other party. The provisions of this Section 6 shall survive the

termination or expiration of this Agreement.

Section 7. Reserved.

Section 8. Term. This Agreement shall commence on the Effective Date and expire ninety (90) days after Amtrak's receipt of the third and final installment of the City Funding; provided however that Amtrak may (for any reason or no reason) sooner terminate this Agreement upon written notice to the City.

Section 9. Indemnity and Defense of Claims. Amtrak shall indemnify, defend and hold harmless the City, its elected officials, officers, agents, and employees (hereinafter "City Indemnitees"), from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) and will bear the expense of prosecuting the settlement and defense of, and shall pay, any settlement or final judgment disposing of any claim, action or proceeding involving injury to or death of any person or damage to or loss of any property arising directly from its operation of the Gulf Coast Service provided for hereunder, unless such costs, liabilities and claims for damages arise from the misconduct or negligent acts of the City Indemnitees. If any claim, action or proceeding shall at any time be brought against the City Indemnitees asserting a liability for such injury, death, damage or loss, the City shall promptly give notice thereof and tender the defense of such claim, action or proceeding to Amtrak in writing. The parties agree that Amtrak shall control the defense of any such claim, action or proceeding. The City shall fully cooperate with Amtrak and shall thereafter provide all such information and assistance (except for financial assistance) as Amtrak may from time to time request. Amtrak's duty to defend, indemnify and hold harmless the City Indemnitees hereunder shall not exceed the then-current statutory cap set forth in 49 U.S.C. § 28103(a)(2), as adjusted by the Secretary of Transportation at 81 Fed. Reg. 1289 (January 11, 2016).

Section 10. Counterparts. This Agreement, and/or any amendment to it, shall be executed: (a) as a single countersigned document; or (b) in multiple counterparts, each of which shall be deemed an original document and all of which shall constitute one and the same instrument.

Section 11. No Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by a third party.

Section 12. Immigration. By signing this Agreement, Amtrak affirms, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Amtrak agrees that it 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.

Section 13. Compliance with Laws. When performing its obligations required hereunder, Amtrak and the City shall comply with all Applicable Laws.

Section 14. Applicable Law/Venue. This Agreement will be governed by and construed under all Federal, State of Alabama and local laws, rules, codes, regulations and ordinances, and any judicial or legislative mandates applicable to the respective parties (collectively, the "Applicable Laws"). All disputes arising under or related to this Agreement will be

exclusively adjudicated in the United States District Court for the Southern District of Alabama.

- Section 15. Discrimination. Amtrak, in the performance of this Agreement, 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 Laws. Amtrak acknowledges and agrees that City, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation to the maximum extent possible, and Amtrak agrees to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in repair, maintenance, leasing, and any work performed on the Improvements. Amtrak agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs. Amtrak shall comply with all Applicable laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires nondiscrimination such that in Amtrak's performance of work for City, Amtrak will not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and adhere to Amtrak's small and disadvantaged business policies as required in Federal grants related to work performed under contract being awarded to disadvantaged individuals and business entities.
- Section 16. Survival. The terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.
- Section 17. Boycotting. By signing this Agreement, Amtrak represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- Section 18. Assignment. Neither City nor Amtrak shall assign or transfer their rights or obligations in this Agreement without written consent of the other, which consent may be reasonably denied, withheld, delayed, or conditioned.
- Section 19. Force Majeure. No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within thirty (30) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the occurrence of any of the following events (or the effects of those events) that affects the performance of the party whose performance is to be excused: an act of God, strike, war (including civil war and revolution), public rioting, lightning, fire, storm, flood, explosions (including nuclear explosions or contamination), inability to obtain materials, supplies, epidemics, pandemics, landslides, lightning storms, hurricanes, earthquakes, floods, washouts, civil disturbances, acts of terrorism or sabotage, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

Section 20. Non-Waiver. No waiver by either party of any covenant or condition of this Agreement shall be valid unless in writing and signed by the party so waiving. Neither the failure by either party in any one or more instances to insist upon the complete and total observance or performance of any term or provision herein, nor the failure by either party to exercise any right, privilege, or remedy conferred herein or afforded by law, shall be construed as waiving any breach of such term, provision or the right to exercise such right, privilege or remedy thereafter. In addition, no delay on the part of either party in exercising any right or remedy herein shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof, or the exercise of any other right or remedy.

Section 21. No Agency. Amtrak, in the performance of its obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent entity in every respect. City does not and will not assume any responsibility for the means by which or the manner in which the Gulf Coast Service is managed by Amtrak. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by Amtrak, and Amtrak shall indemnify, defend with counsel acceptable to the City, and hold City harmless from any claims for such.

(signature page follows)

IN WITNESS WHEREOF, Amtrak and the City have each caused this Agreement to be executed by its duly authorized representatives, as of the Effective Date.

CITY OF MOBILE, ALABAMA

By: _____

Name: _____

Title: _____

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____

Name: _____

Title: _____

EXHBIT A

CITY OF MOBILE RESOLUTION 60-1147



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Ricardo Woods

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Funding agreement with Alabama Port Authority to contribute to the City's funding of the Amtrak Gulf Coast Service Project

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.AlaStatePortAuthority.Amtrak
2. 2024 Amtrak Gulf Coast Service - Intergovernmental Agreement

REVIEWERS:

Tiereney Leverette

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 *Intergovernmental Agreement between the Alabama State Port Authority and City of Mobile (Amtrak Gulf Coast Service Project)*, 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, accept and receive grant funding, and to sign any agreements or other documents in connection with the grant and to provide any information required. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN ALABAMA STATE PORT
AUTHORITY AND CITY OF MOBILE
(AMTRAK GULF COAST SERVICE PROJECT)

WHEREAS, municipalities in the State of Alabama are authorized to grant public funds for the purpose of promoting the economic development of the municipality;

WHEREAS, the Alabama State Port Authority (the “**Port Authority**”) is further authorized to make and enter into such contracts with municipalities in furtherance of its public purposes and objects, and as necessary and convenient to the exercise of its other powers and to the discharge of its duties and obligations, either relative to work done or to be done;

WHEREAS, the City of Mobile, Alabama (the “**City**”) has entered into a funding agreement with the National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act now codified at Title 49 U.S.C. §24101 et seq. and under the laws of the District of Columbia (“**Amtrak**”), whereby the City commits to fund the operation (“**Project**”) of Amtrak’s intercity passenger rail service between Mobile, Alabama and New Orleans, Louisiana (“**Gulf Coast Service**”);

WHEREAS, the Port Authority wishes to contribute to the City’s funding of the Project, such rail service to be operated within boundaries of the City of Mobile and benefiting state lands under the jurisdiction of the Port Authority; and

WHEREAS the Port Authority finds and determines that its public purposes will be served thereby;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served hereby, the Port Authority and the City, acting by and through its duly authorized Mayor, enter into the following mutual agreement:

1. Port Authority will appropriate for the use of the City the sum of \$1,000,000.00 (the “**Funds**”) to be paid **in three annual installments according to the below schedule:**

- a. Year 1: \$333,333.33
 - b. Year 2: \$333,333.33
 - c. Year 3: \$333,333.34
2. Port Authority shall remit the Funds in three annual installments.
 - a. The Port Authority shall remit the Funds for the first year of operation of Gulf Coast Service no later than **thirty (30)** days prior to the start of revenue service.
 - b. The Port Authority shall remit the Funds for the second year of operation of Gulf Coast Service no later than **thirty (30)** days prior to the start of second year of operation of Gulf Coast Service.
 - c. The Port Authority shall remit the Funds for the third year of operation of Gulf Coast Service no later than **thirty (30)** days prior to the start of third year of operation of Gulf Coast Service.
3. The City shall apply the funds to the Project, and to no other use or purpose.
4. The City shall in the performance of this contract comply strictly with all state and federal laws, rules, and regulations, and shall specifically assure that no person is subjected to discrimination on the grounds of race, sex, color, national origin, or handicap.
5. The City is, shall be and always remain responsible for the construction, control, management, supervision, regulation, repair, maintenance, and improvements of the lands which are a part of the Project.

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

[SIGNATURE PAGE TO FOLLOW]

ALABAMA STATE PORT AUTHORITY

John Driscoll, Director and CEO

ATTEST:

Name: _____
Title: _____

CITY OF MOBILE

William S. Stimpson, Mayor

ATTEST:

Lisa Lambert, City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Ricardo Woods

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Lease certain property to Amtrak to construct, use, maintain, operate, inspect, repair, replace, and renew layover tracks, crew facilities, and passenger boarding platform improvements for the Amtrak Gulf Coast Service Project

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.AmtrakLease2024
2. AmtrakLeaseAgreement.RAW.072524

REVIEWERS:

Tiereney Leverette

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 Lease Agreement for property between the City of Mobile and National Railroad Passenger Corporation for the Gulf Coast Rail Service, 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

LEASE AGREEMENT

This LEASE AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2024, by and between CITY OF MOBILE, an Alabama municipal corporation, with offices at 205 Government Street, Mobile, AL 36602-0001 (“**Mobile**”), and the NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under 49 U.S.C. §24101 et seq. and the laws of the District of Columbia, having its headquarters at One Massachusetts Avenue, N.W., Washington, D.C. 20001, (“**Amtrak**”). Mobile and Amtrak are also referred to herein collectively as “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, Mobile owns certain real property identified on **Exhibit A**, attached hereto and made apart hereof, identified as Parcel 2906400012002.001, Key Number 4002860 in the property records of Mobile County, Alabama (“**Property**”);

WHEREAS, Amtrak intends to reactivate passenger rail service in Mobile, with facilities to be located on the Property, which requires Amtrak to construct, use, maintain, repair, replace and renew layover tracks, crew facilities, and passenger boarding platform improvements (the “**Improvements**”), as shown on **Exhibit B**, attached hereto and made a part hereof;

WHEREAS Amtrak requests that Mobile lease to Amtrak portions of the Property in the areas as shown on **Exhibit C**, attached hereto and made a part hereof (the “**Lease Area**”), for the construction, use, operation, inspection, maintenance, repair, replacement and renewal of the Improvements; and

WHEREAS, Mobile is willing to lease the aforementioned Lease Area pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be lawfully bound, hereby agree as follows:

1. RECITALS

The recitals set forth above in the WHEREAS clauses in this Agreement are incorporated by reference into the terms of this Agreement as if fully set forth herein.

2. GRANT OF LEASE

Subject to the terms and conditions of this Agreement, Mobile hereby leases to Amtrak and Amtrak leases from Mobile the Lease Area for the use, operation, inspection, maintenance, repair, replacement and renewal of the Improvements and for the provision of passenger rail service. Mobile also hereby grants to Amtrak, its employees, agents, licensees, contractors,

passengers and invitees, the nonexclusive right in common with Mobile and all others designated by Mobile for the use of the land on which the Improvements will be located for ingress and egress to, on, over and through the Property to access the Lease Area.

3. TERM; LEASE FEE; COSTS AND EXPENSES

3.1 Term. This Agreement shall be effective upon the occurrence of both of the following events (i) the complete execution and delivery of this Agreement, and (ii) Amtrak securing a written and enforceable agreement with Mobile to partially fund costs and expenses reasonably projected to be incurred by Amtrak for Amtrak's initiation of passenger rail service in the State of Alabama ("Effective Date"), and shall thereafter continue for a term of 75 years unless terminated or expired as further provided for in Section 8 hereof.

3.2 Lease Fee. Upon execution of this Agreement by the Parties, Amtrak shall pay Mobile the amount of One Dollar (\$1.00), in exchange for the lease rights granted hereunder.

3.3 Recordation Taxes and Fees. Amtrak shall pay, if applicable, for all transfer and recordation taxes, recording fees, and any and all other costs and expenses associated with the recordation of this Agreement. Amtrak reserves the right in its sole discretion to contest the validity or amount of any such taxes assessed or levied against the Lease Area and to claim its exemption from all or a portion of such taxes.

4. PERMITS, LICENSES AND COMPLIANCE

4.1 Permits and Licenses. Amtrak, or its contractors, at its or their sole cost and expense, shall obtain all applicable permits and licenses for the construction, use, maintenance, repair and replacement of the Improvements and the use of the Lease Area. Amtrak reserves the right in its sole discretion to contest the validity of any such permits and licenses required of Amtrak or its contractors and to claim its exemption from all such permits and licenses.

4.2 Compliance with Applicable Laws. The Improvements shall be constructed, used, maintained, repaired and replaced by Amtrak, or its contractors, in compliance with all Applicable Laws, as defined herein.

5. CONSENT

Mobile hereby agrees and consents: (i) to the construction of the Improvements in the Lease Area as shown on **Exhibit C**; (ii) to provide Amtrak and its contractors unrestricted access to the Lease Area during construction of the Improvements; (iii) to review and, if consistent with Applicable Laws and the terms and conditions of this Agreement, timely sign any documentation that may be required for, and requested by, Amtrak and its contractors to complete the construction of the Improvements; (iv) that any signage, including but not limited to the Passenger Information Display System ("**PIDS**") in, on, or around the Lease Area will be installed, owned and maintained by Amtrak or its contractors, consistent with federal law, and may be removed by Amtrak, at Amtrak's sole cost and expense, at any time and at Amtrak's sole discretion during the term of this Agreement; and (v) that Mobile shall not remove or in any way modify or alter the Improvements, signage, PIDS, and any other

improvements lawfully constructed by Amtrak or its contractor in the Lease Area during the term of this Agreement.

6. ALTERATIONS, IMPROVEMENTS, SIGNAGE, UTILITIES, AND RELATED INFRASTRUCTURE

6.1 Amtrak, in its sole discretion, may make improvements to the Improvements and the Lease Area as required for the installation of machinery, equipment, video equipment and security camera(s) and PIDS, or to comply with any Applicable Laws. If Amtrak chooses to make such improvements, Amtrak may enter in, on, over, through and upon the Property as reasonably necessary to obtain access to make such improvements. The approval of Mobile shall be required for all such improvements, which approval shall not be unreasonably denied, withheld, delayed, or conditioned.

6.2 Amtrak's business signs, including all signs needed for security, PIDS, ADA compliance or any other signs required for Amtrak to be in compliance with any Applicable Laws are deemed approved by Mobile ("Business Signs"). Amtrak may (a) keep and maintain Business Signs within the Lease Area throughout the term of this Agreement, and (b) replace any or all Business Signs in Amtrak's sole discretion (any such replacement signs shall be deemed Business Signs). No other signs shall be erected by Amtrak without the prior approval of Mobile, which approval shall not be unreasonably denied, withheld, delayed or conditioned. Amtrak shall not erect or install any sign in the Lease Area in violation of any Applicable Laws.

6.3 Amtrak, at its sole cost and expense, will arrange for and obtain utilities necessary for installation and maintenance of the Improvements.

7. INDEMNIFICATION

AMTRAK SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MOBILE AND ITS RESPECTIVE OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGES OF ANY KIND, EXPENSE, COSTS (INCLUDING WITHOUT LIMITATION COSTS AND FEES OF LITIGATION) (COLLECTIVELY "LOSSES") DUE TO BODILY INJURY, INCLUDING DEATH, TO ANY PERSON, OR LOSS OR DAMAGE (INCLUDING LOSS OF USE) TO ANY REAL OR PERSONAL PROPERTY, CAUSED BY OR RESULTING FROM (I) THE ACTIONS OR INACTIONS OF AMTRAK, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, IN CONNECTION WITH THE RIGHTS GRANTED AND OBLIGATIONS ASSUMED HEREIN, (II) AMTRAK'S FAILURE TO COMPLY WITH ITS OBLIGATIONS ARISING BY OR IN CONNECTION WITH THIS AGREEMENT, (III) AMTRAK'S BREACH OR VIOLATION OF ANY APPLICABLE LAWS, EXCEPT TO THE EXTENT RESULTING FROM MOBILE'S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, AND/OR (IV) ACTIVITIES OF AMTRAK, ITS PRINCIPALS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES IN THE PERFORMANCE OF THIS AGREEMENT, EXCEPT TO THE EXTENT MOBILE IS ALLEGED TO BE LIABLE UNLESS RESULTING FROM MOBILE'S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT. IN

ADDITION, AMTRAK WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS MOBILE AND ITS RESPECTIVE OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES DUE TO BODILY INJURY, INCLUDING DEATH, TO ANY PERSON WHO IS ON THE PROPERTY FOR ANY PURPOSE RELATED TO AMTRAK'S PRESENCE OR OPERATIONS ON THE PROPERTY (INCLUDING BUT NOT LIMITED TO AMTRAK'S PATRONS, PERSONS PICKING UP OR DROPPING OFF OR MEETING AMTRAK'S PATRONS, AND AMTRAK'S EMPLOYEES, AGENTS AND CONTRACTORS), EXCEPT TO THE EXTENT RESULTING FROM MOBILE'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. TERMINATION

8.1 This Agreement may be terminated:

8.1.1 by Amtrak upon service of not less than ninety (90) days written notice to Mobile;

8.1.2 by Mobile upon service of not less than ninety (90) days written notice to Amtrak, if Amtrak:

8.1.2.1 officially announces or implements (i) a permanent cancellation of intercity rail passenger service to or from Mobile, or (ii) a temporary suspension of intercity rail passenger service to or from Mobile that is anticipated to last at least (2) years, except in the event of Force Majeure;

8.1.2.2 fails to operate a regularly scheduled intercity rail passenger train to or from Mobile for at least two (2) years, except in the event of Force Majeure;

8.1.2.3 breaches any terms or conditions of this Agreement and remains in breach of such terms or conditions for at least ninety (90) days after receipt of notice of such breach from Mobile, except that if Amtrak has commenced to cure within such ninety (90) day period and continues to diligently pursue such cure, the time for cure shall be reasonably extended, but not more than one hundred eighty (180) days; or

8.1.2.4 beaches any terms or conditions of any other binding legal agreement between Amtrak and Mobile, whether effective now or at any time in the future, and remains in breach of such terms or conditions for at least ninety (90) days after receipt of notice of such breach from Mobile, except that if Amtrak has commenced to cure within such ninety (90) day period and continues to diligently pursue such cure, the time for cure shall be reasonably extended, but not more than one hundred eighty (180) days; or

8.1.2.5 uses the Leased Area to support any regularly scheduled intercity rail passenger service between the City of Mobile and the City of New Orleans other than the currently anticipated two (2) trains per day each way; provided, however, that the City's exercise of such termination right shall not waive, limit or abridge Amtrak's statutory rights.

8.2 Upon termination or expiration of this Agreement, Amtrak will, at its sole cost and expense, remove and lawfully dispose of any and all Improvements and other modifications to the Lease Area that were constructed by Amtrak or at its behest, restoring the real property to the condition at which said real property existed at the Effective Date, all within six (6) months of the termination or expiration of this Agreement. Should Amtrak fail in any respect to timely satisfy all of the terms of the previous sentence, Mobile may elect, as to each separate Improvement or other modification, to (i) remove, or have removed, any such Improvements and other modifications from the real property, at Amtrak's sole cost and expense, or (ii) assume ownership of same, and if Mobile elects to assume ownership of any Improvement or other modification, Amtrak agrees to promptly execute all documentation reasonably requested by Mobile to establish Mobile's exclusive ownership of same.

9. INSURANCE

9.1 Amtrak will require any contractor it engages to construct or make alterations to the Improvements to procure and maintain during the course of such engagement, at its own cost and expense, the insurance specified below. All insurance will be placed with insurance carriers authorized to do business in the State of Alabama. The contractor will furnish Mobile with a certificate of insurance giving evidence of the required coverage prior to the commencement of any work on the Lease Area and upon renewal of the required insurance during the period of the work. All insurance will provide for thirty (30) days prior written notice to be given to Mobile in the event coverage is substantially changed, cancelled, or non-renewed. No acceptance by Mobile of any insurance certificate required hereunder will constitute or be construed as a waiver by Mobile of the insurance requirements of this Article which will be and remain the sole responsibility of the contractor as to compliance therewith.

- a. Workers' Compensation Insurance, complying with the requirements of the statutes of the jurisdiction in which the Lease Area is located covering all employees of the contractor. Employers' Liability coverage with limits of liability of not less than \$1,000,000 each accident or illness will be included.
- b. Commercial General Liability Insurance, issued to and covering liability imposed upon the contractor with respect to the work on the Lease Area. Independent contractors, contractual, and personal injury/advertising liability coverages are to be included with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted or endorsed over through issuance of endorsement CG 24 17, and any X-C-U exclusions deleted. Amtrak and Mobile are to be named as additional insureds with respect to contractor's operations in connection with this Agreement. Coverage under this policy will have limits of liability of not less than five million dollars, (\$5,000,000) per occurrence combined single limit for bodily injury (including disease or death), personal injury, and property damage (including loss of use) liability. This insurance contains a waiver of subrogation against both Amtrak and Mobile.
- c. Automobile Liability Insurance, issued to and covering the liability of the contractor arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according

to the Applicable Laws. The policy will name both Amtrak and Mobile as an additional insured with respect to contractor's work on the Lease Area. Coverage under this policy will have limits of liability of not less than one million dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury and property damage liability.

In the event Contractor or its transporter are removing and disposing any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to five million dollars (\$5,000,000) per occurrence.

- d. Property Insurance, covering the personal property of the contractor brought onto the Lease Area in an amount not less than one hundred percent (100%) of the full replacement cost of such property. This insurance contains a waiver of subrogation against both Amtrak and Mobile.
- e. Builder's Risk Insurance/ Installation Floater, covering property in the course of construction, soft costs and delay in completion, including coverage for damage to existing property and the property of others, and the loss of use thereof. In addition, the Contractor shall provide installation floater coverage for personal property installed, fabricated or erected by the Contractor, including material in transit or storage during the course of the work. Coverage shall be on an all-risk, full replacement value basis, including labor, materials in place, on site, in storage, off-site or in transit and include coverage for the perils of Flood, Earth Movement, Wind and Terrorism. This insurance will contain a waiver of subrogation against both Amtrak and Mobile, and name Amtrak and Mobile, both as loss payees as their interests appear.
- f. Contractor's Pollution Liability Insurance, covering the liability of the contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, the arise from the contractor's work on the Lease Area with both Amtrak and Mobile named as an additional insured. Coverage under this occurrence policy (or policies) shall have limits of liability of not less than two million (\$2,000,000) dollars each occurrence with no sunset clause.
- g. Pollution Legal Liability Insurance, is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor, transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to both Amtrak and Mobile. Amtrak and Mobile are to be named as an additional insured on this policy with limits of liability of not less than two million dollars (\$2,000,000) per claim.

Further, any additional coverages required by the United States Department of Transportation, the Environmental Protection Agency and/or under any Applicable Laws shall be complied with.

- h. Claims-Made Insurance, if any liability insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:
 - i. The retroactive date shall coincide with or precede contractor's start of construction or maintenance (including subsequent policies purchased as renewals or replacements); and
 - ii. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims; and
 - iii. Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., Pollution Legal Liability, Professional Liability), for at least three (3) years following completion of the Operations; and
 - iv. If insurance is terminated for any reason, contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from operations performed in connection with the Agreement.

9.2 Amtrak shall cover its indemnity obligations to Mobile hereto under its corporate-wide self-insurance program.

10. MISCELLANEOUS

10.1 Notices. Every notice, consent, approval, or other communication that may or is required to be given, served or sent by one Party to the other Party pursuant to this Agreement is required to be in writing and shall be given by United States certified or registered mail, return receipt requested, or by a nationally recognized overnight delivery service, with all delivery and postage prepaid. Notices are deemed to have been given on the day actually received or refused, or if unclaimed, on the third day following the day on which the same will have been sent by a nationally recognized overnight delivery service or deposited with the United States Post Office.

Any such communication if intended for Amtrak will be addressed as follows:

National Railroad Passenger Corporation
30th Street Station
Box 25
2955 Market Street
Philadelphia, PA 19104
Attention: Senior Director Real Estate Services

Any such communication if intended for Mobile will be addressed as follows:

City of Mobile

205 Government Street
Mobile, AL 36602-0001
Attention: _____

Any Parties may, at any time, change its address for the above purposes by sending a written notice to the other Party stating the change and setting forth the new address. Any notice that may or is required to be given by either Party in connection with this Agreement may be given by such Party's attorney.

10.2 Not a Partnership or Joint Venture. It is understood and agreed that neither this Agreement nor the agreements herein contained are intended, nor are the same ever to be construed, so as to create a partnership by and between the Parties, or to make the Parties joint ventures, or to make Mobile in any way liable or responsible for the debts or losses of Amtrak.

10.3 No Change or Modification. No change or modification of any of the covenants, terms or provisions hereof will be valid unless in writing and signed by the Parties.

10.4 Incorporation of Terms. This Agreement, along with any exhibits and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent that said Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance.

10.5 Other Agreements. In the event of a conflict or inconsistency between this Agreement and any other agreement between the Parties pertaining to the Improvements and/or the Lease Area, this Agreement shall control as to any such provision.

10.6 Severability. The provisions of this Agreement are severable and it is the intention of the Parties hereto that if this Agreement cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement will be given full force and effect as completely as if the part or parts held invalid had not been included therein.

10.7 Applicable Law/Venue. This Agreement will be governed by and construed under all Federal, State of Alabama and local laws, rules, codes, regulations and ordinances, and any judicial or legislative mandates applicable to the respective Parties (collectively, the "**Applicable Laws**"). All disputes arising under or related to this Agreement will be exclusively adjudicated in the federal courts with jurisdiction over the Lease Area.

10.8 Authority. Each Party hereby covenants that it has full power and authority to enter into this Agreement upon the terms and conditions set forth herein. Each of the persons executing this Agreement on behalf of each Party does hereby covenant and warrant that each person signing on behalf Amtrak and Mobile, as applicable, is authorized to do so and that no other

actions are needed by such Party to make this Agreement valid and binding on such Party other than the execution and delivery by the person(s) executing this Agreement.

10.9 Lawfulness of Use. No statement by Mobile as to suitability of the Lease Area for Amtrak's purpose or any purpose, utilization of the Lease Area nor any consent of Mobile of Amtrak's utilization hereunder will be deemed or construed to constitute a representation or warranty that any such utilization that may be conducted in or on the Lease Area is lawful or permissible. Mobile represents and warrants that it owns and controls the Lease Area.

10.10 Future Development. Nothing in this Agreement is intended, nor should it be interpreted, as limiting Mobile's rights to develop, improve, or modify, or allow the development, improvement, or modification (collectively, the "Future Development") of (i) air rights located at least thirty (30) feet, measured from the top of the rail, above the operable railroad track located on the Lease Area, and that has adequate ventilation and fire life safety components for the safety of railroad operations, or (ii) any real property located adjacent to or nearby the Lease Area, so long as such Future Development does not conflict with or unreasonably interfere with Amtrak's operation of intercity passenger rail service on the Lease Area.

10.11 Statutory and Deed Rights. Nothing herein shall waive any rights benefiting Amtrak whether statutorily granted or in the land records or granted pursuant to other means. The termination or expiration of the rights granted in this Agreement shall not be interpreted as being a termination or limitation of the rights granted to Amtrak pursuant the land records or any statute or by any other means.

10.12 Audit Rights. Each Party and their respective officers, employees, agents, designees and accountants, including but not limited to Amtrak's Office of the Inspector General, the Office of the Inspector General of the United States Department of Transportation and the Comptroller General of the United States and the Federal Railroad Administration, shall have the right at any time or from time to time for up to five (5) years after this Agreement is terminated or expires and final payments of all sums due hereunder are made, and after advance notice to the other Party, to make any examination, inspection or audit of books and records (in hard copy or electronic format) which relate in any way the Lease Area, this Agreement, or to any payments of any sums of money due or paid pursuant to this Agreement, including but not limited to compliance with applicable provisions of Amtrak's federal grant, regulations and statutes. If it is determined that any charges paid by either Party have, in error, been underpaid or overpaid, then: (i) the entity that has been underpaid shall be reimbursed the amount of such underpayment by the other entity; or (ii) the Party that has been overpaid shall refund the amount of such overpayment to the other Party. Nothing in this Agreement shall be construed to limit the rights, obligations, authority, or responsibilities of either Party of the right to seek information by subpoena.

10.13 Compliance with Laws. When performing its obligations required hereunder, Amtrak and Mobile shall comply with all Applicable Laws.

10.14 Survival. The terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

10.15 Force Majeure. No Party will be liable or responsible to the other Party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other Party within thirty (30) days of date on which such Party gains actual knowledge of the event of "Force Majeure" that such Party is unable to perform. The term "Force Majeure" as used in this Agreement means the occurrence of any of the following events (or the effects of those events) that affects the performance of the Party whose performance is to be excused: an act of God, strike, war (including civil war and revolution), public rioting, lightning, fire, storm, flood, explosions (including nuclear explosions or contamination), inability to obtain materials, supplies, epidemics, pandemics, landslides, lightning storms, hurricanes, earthquakes, floods, washouts, civil disturbances,, acts of terrorism or sabotage, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the Party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

10.16 Non-Waiver. A failure by either Party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such Party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

10.17 No Third-Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by a third party.

10.18 Immigration. By signing this Agreement, Amtrak affirms, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State. Amtrak agrees that it 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.

10.19 Discrimination. Amtrak, in the performance of this Agreement, shall specifically assure that no person is knowingly 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 Laws. Amtrak acknowledges and agrees that Mobile, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation to the maximum extent possible, and Amtrak agrees to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in repair, maintenance, leasing, and any work performed on the Improvements. Amtrak agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs. Amtrak shall comply with all Applicable Laws concerning nondiscrimination, including but not limited to the City of Mobile Ordinance No. 14-034, which requires nondiscrimination such that in Amtrak' performance of work for Mobile Amtrak will not discriminate on the basis of race, creed, color, national origin or disability,

require that all subcontractors they engage do the same, and adhere to Amtrak's small and disadvantaged business policies as required by its Federal grants related to work performed under contract being awarded to disadvantaged individuals and business entities.

10.20 Boycotting. By signing this Agreement, Amtrak represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

10.21 Assignment. Neither Mobile nor Amtrak shall assign or transfer their rights or obligations in this Agreement without written consent of the other, which consent may be reasonably denied, withheld, delayed, or conditioned. This provision requiring Mobile consent shall not apply, and Amtrak shall be permitted to assign to any entity whose managements and operation is indirectly or directly controlling, controlled by or under common control with Amtrak or if such assignment is due to or arises out of any judicial or legislative action or mandate, and any such transfers shall not be deemed an assignment otherwise requiring consent hereunder.

10.22 Amendment. This Agreement may be amended, modified or supplemented only by a writing executed by each of the Parties. Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that Party of the other Party's compliance with provisions of this Agreement. No waiver by either Party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a Party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

10.23 Construction. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.

10.24 Attorney Fees. Each Party shall pay all its own attorneys' fees, costs and expenses regarding the preparation, negotiation, enforcement and interpretation of this Agreement, or any action arising out of this Agreement.

10.25 Performance. Time is of the essence of this Agreement and each and all of its provisions.

10.26 No Agency. Amtrak, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of Mobile but shall be deemed to be an independent entity in every respect. Mobile does not and will not assume any responsibility for the means by which or the manner in which the Improvements are managed by Amtrak. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by Amtrak, and Amtrak shall indemnify, defend with counsel acceptable to the City, and hold City harmless from any claims for such.

10.27 Quiet enjoyment. If and so long as Amtrak shall keep all the covenants and agreements required by it to be kept under this Agreement, Mobile covenants and agrees that it shall not interfere with the peaceful and quiet occupation and enjoyment of the Lease Area by Amtrak.

10.28 Holding Over. If Amtrak shall hold over the Lease Area, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Agreement provided, however, that nothing in this paragraph shall be construed to give Amtrak any rights to so hold over and to continue in possession of the Lease Area without the consent of Mobile.

10.29 Sale of Station/Non-Disturbance. Mobile and its successors agree that they shall not sell, transfer, assign or dispose of the Property unless the owner, transferee or assignee agrees in writing to be bound by the terms of this Agreement.

10.30 Entire Agreement. This Agreement contains the sole agreement of the Parties as to the leasing of the Leased Area. Any prior agreements, promises, negotiations or representations, relating to the subject matter herein, not expressly set forth in this Agreement are of no force and effect.

{SIGNATURE PAGES FOLLOW}

AMTRAK:

**NATIONAL RAILROAD PASSENGER
CORPORATION**

WITNESS:

By: _____

Name:

Title:

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, the _____ of NATIONAL RAILROAD PASSENGER
CORPORATION, a District of Columbia corporation, personally known to me to be the same
person whose name is subscribed to the foregoing instrument as such _____, appeared before me
this day in person and acknowledged that (s)he signed and delivered said instrument as his/her
own free and voluntary act and as the free and voluntary act of said corporation, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, 2024.

Notary Public

My Commission Expires:

EXHIBIT A
Property Description

Exhibit B
Description of Improvements

Exhibit C
Lease Area



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

The attached Supplemental Agreement #2 between the City of Mobile and the State of Alabama Department of Transportation is for an existing grant, FY 2016 discretionary grant for the One Mobile: Reconnecting People, Work, and Play through Complete Streets Initiative Project No. TIGER-FAUP-4917(250). Supplemental Agreement #2 accepts the STPMB Metropolitan Planning Organization Attributable Funds in the amount of \$6,660,000 for Phase IV of the Broad Street Redevelopment Project. Phase IV extends from the intersection of Beauregard St. and N. Broad to the northwest of Butchers Lane.

Redeveloping Broad Street is a Complete Streets Initiative. It aims to provide safe vehicular, pedestrian and bicycle-friendly access, reconnect severed neighborhoods, reconstruct aging underground infrastructure, create attractive and cohesive streetscapes, and stimulate an economically vibrant and active street environment. Once complete, it will revitalize one of the most widely used corridors in Mobile with new modernized street surfaces, bicycle lanes, handicap-accessible sidewalks, upgraded stormwater drainage, gas, water and sewer lines, and improved landscape architecture. More information can be found on the project website: <https://mapformobile.org/broad-street/>

Amount of Contract:

\$6,660,000

Funding Source

Alabama Department of Transportation

ATTACHMENTS:

1. Cover Letter Supp#2 July 2024
2. Resolution_Supp#2July2024
3. TIGER-FAUP-4917(250) 100066565 MOBILE SUP2

4. 2019-02-28 TIGER ALDOT Ph I-II CN Agmt Supp 1 - FINAL
5. 2017-12-27 Fully Ex ALDOT CN Agmt

REVIEWERS:

Tiereney Leverette

Lana Gauthier

July 24, 2024



Dear Councilmembers:

The attached Supplemental Agreement #2 between the City of Mobile and the State of Alabama Department of Transportation is for an existing grant, FY 2016 discretionary grant for the One Mobile: Reconnecting People, Work, and Play through Complete Streets Initiative Project No. TIGER-FAUP-4917(250). Supplemental Agreement #2 accepts the Metropolitan Planning Organization Attributable Funds in the amount of \$6,660,000 for Phase IV of the Broad Street Redevelopment Project. Phase IV extends from the intersection of Beauregard St. and N. Broad to the northwest of Butchers Lane.

Redeveloping Broad Street is a Complete Streets Initiative. It aims to provide safe vehicular, pedestrian and bicycle-friendly access, reconnect severed neighborhoods, reconstruct aging underground infrastructure, create attractive and cohesive streetscapes, and stimulate an economically vibrant and active street environment. Once complete, it will revitalize one of the most widely used corridors in Mobile with new modernized street surfaces, bicycle lanes, handicap-accessible sidewalks, upgraded stormwater drainage, gas, water and sewer lines, and improved landscape architecture. More information can be found on the project website: <https://mapformobile.org/broad-street/>

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

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

1. 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:

Construction for Project TIGER-FAUP-4917(250), Project reference number 100066564 and Construction, Project reference number 100066565 for the (TIGER) FY2016 Discretionary Grant for the One Mobile: Reconnecting People, Work, and Play through Complete Streets for which Supplemental Agreement 2 is before this Council.

2. That the agreement be executed in the name of the City, by its Mayor, for and on its behalf.
3. That the agreement be attested by the City Clerk and the seal of the City 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 _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

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

City Clerk

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

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

Project No. TIGER-FAUP-4917(250)

CPMS Ref# 100066565

Supplemental Agreement No. 2

PART ONE (1): INTRODUCTION

This Supplemental Agreement No. 2 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 CITY has been awarded a United States Department of Transportation's "Transportation Investment Generating Economic Recovery" (TIGER) FY 2016 discretionary grant for the ONE MOBILE: Reconnecting People, Work and Play through Complete Streets Initiative (hereinafter, the "Project"); and

WHEREAS, the STATE and the CITY desire to amend the Agreements entered into on the 27th day of December 2017 and the 6th day of May, 2019, by execution of this supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree that the foregoing Agreements between the parties dated December 27, 2017 and May 6, 2019 be and the same is hereby amended in the following respect:

1. The foregoing Agreement has been amended to include the statement to read as follows:
The STATE will not be liable for Federal Aid Funds in any amount. STPMB MPO Attributable Funds in the amount of \$6,660,000.00 will be used to supplement the funding for the Phase IV portion of this project consisting of Dr. Martin Luther King Jr. Ave. from the intersection of Beauregard St. and N. Broad St. to northwest of Butchers Lane – Phase IV. The project will be limited to \$6,660,000.00 Federal MPO funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Mobile Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

2. The foregoing Agreement has been amended to include the statement to read as follows:

The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Mobile Area Dedicated)	\$ 6,660,000.00
City Funds	\$ 1,665,000.00

TOTAL (Incl CE&I)	\$ 8,325,000.00

3. 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.
4. Page 3, paragraph 11 of the foregoing Agreement is hereby amended to read as follows:
All other and remaining terms of the Agreements of December 27, 2017 and May 6, 2019 shall remain the same.

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

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:

Dr. Martin Luther King Jr. Ave. from the intersection of Beauregard St. and N. Broad St. to northwest of Butchers Lane – Phase IV.; Project# TIGER-FAUP-4917(250); CPMS Ref# 100066565.

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 _____day of _____, 20____, 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)

RESOLUTION NUMBER _____

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

1. 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:

Construction for Project ST-049-999-013, Project reference number 100066564 and Construction, Project reference number 100066565 for the One Mobile – Complete Streets initiative Phase I-II on Broad Street in the City of Mobile which Supplemental Agreement 1 is before this Council.

2. That the agreement be executed in the name of the City, by its Mayor, for and on its behalf.
3. That the agreement be attested by the City Clerk and the seal of the City 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 _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

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)

**AGREEMENT
FOR
CONSTRUCTION
BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF MOBILE, AL
MOBILE COUNTY**

**Project TIGER-FAUP-49170
Project Reference Number 100066565**

**CN Project TIGER-FAUP-49170
Project Reference Number 100066565**

**City of Mobile 2016 TIGER Grant
ONE MOBILE – Complete Streets Initiative**

SUPPLEMENTAL AGREEMENT NUMBER 1

This Supplemental Agreement Number 1 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 CITY has been awarded a United States Department of Transportation's "Transportation Investment Generating Economic Recovery" (TIGER) FY 2016 discretionary grant for the ONE MOBILE: Reconnecting People, Work and Play through Complete Streets Initiative (hereinafter, the "Project"); and

WHEREAS, the project impacts City and State-controlled rights of way, including a State designated municipal connecting link within the municipal limits of the CITY

WHEREAS, the STATE and CITY were project partners in the TIGER grant application submitted to the U.S. Department of Transportation;

WHEREAS, the STATE and CITY, entered into an agreement on September 5, 2017, to fund the preliminary engineering necessary to advance the Project to the construction phase;

WHEREAS, the STATE and CITY now desire to enter into a second agreement to fund the construction activities and the construction engineering and inspection work for Phase I-II of the Project.

NOW, THEREFORE, the parties hereto, for, and consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated December 27, 2017 be and the same is hereby amended in the following respect:

1. The foregoing Agreement is hereby amended in the following respects: Page 2, paragraph (2), due to the combination of Phase I and II, the referenced paragraph is amended and reads as follows: Whereas, the STATE and CITY now desire to enter into a second agreement to fund the construction activities and construction engineering and inspection work for Phase I-II of the Project.
2. Page 5, bullet (2) of the foregoing Agreement is hereby amended to read in the following respects: “Construction Engineering and Inspection” includes all work associated with construction management and administration required for federal-aid projects. The Project consists of five segments, which corresponds to five phases of construction; these are:
 - a. Phase I-II – Broad & Beauregard Street: Lawrence – Government Street
 - b. Phase III – Broad Street: Canal - Baltimore Street
 - c. Phase IV – MLK Avenue: Broad Street – Three Mile Creek
 - d. Phase V – Beauregard Street: Lawrence to Water Street
 - e. Phase VI – Broad Street at Canal – Roundabout
3. The foregoing Agreement is hereby amended in the following respects: Page 5-6, bullet (3), due to the combination of Phase I and II, the bullet is amended and reads as follows: At this time, the CITY has completed all of the Initial Work necessary to advance Phase I-II to construction. Phase I-II “Construction Activities” will include the following construction activities: clearing & grubbing/erosion control, earthwork, drainage, utilities, base & pave, curb & gutter, pedestrian signals, sidewalks/ramps, landscape & signage that involve modifications and improvements to Broad/Beauregard Street beginning south of Government Street (as designated on the 90% plan submittal) and ending at Lawrence Street. These construction activities include 0.98 miles of the removal of the existing concrete roadway and the reconstruction of a 4 lane boulevard with a bicycle path for each direction of travel, 5’-10’ wide sidewalks along each side of the roadway, landscaped median, stormwater drainage, and utility relocations. In addition, pedestrian safety improvements will include the construction of pedestrian crosswalks, signage, and traffic signal upgrades to include pedestrian signal heads at each signalized intersection. All proposed pedestrian improvements will adhere to all ADA requirements.
4. The foregoing Agreement is hereby amended in the following respects: Page 6, bullet (4), due to the combination of Phase I and II is amended and reads as follows: The scope of this Agreement includes the Phase I-II Construction Activities and Construction Engineering and Inspection Work. Project management and grant administration activities are funded under the Agreement entered on September 5, 2017.
5. The foregoing Agreement is hereby amended in the following respects: Page 7, bullet (6), Table 1:

Table 1: Phase I-II Construction Activities			
	FY16 TIGER Funds	ALDOT	COM
Construction Activities	\$14,465,044.00	\$0.00	\$0.00
Construction Administration	\$0.00	\$1,426,394.00	\$133,606.00
Subtotal	\$14,465,044.00	\$1,423,394.00	\$133,606.00
Total Budget	\$16,025,044.00		

6. The foregoing Agreement is hereby amended in the following respects: Page 8, bullet (7), Table 2:

Table 2: Proposed Project Budget				
	Source of Funds	Initial Work	Phase I-II Construction	Remaining Funds
FY 2016 FHWA TIGER Award	\$14,465,044.00		-\$14,465,044.00	\$0.00
City of Mobile Local Match	\$3,320,000.00	-\$750,000.00	-\$133,606.00	\$2,436,394.00
ALDOT Local Match	\$4,540,000.00	-	-\$1,423,177.00	\$0.00
Total Project Budget	\$22,325,044.00	\$3,866,823.00	-\$16,021,827.00	\$2,436,394.00

7. The foregoing Agreement is hereby amended in the following respects: Exhibit A – Draft Project Schedule is revised to reflect proposed milestone dates for Phase I-II and is now referred to as Exhibit B.
8. The foregoing agreement is further amended to read as follows: 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.
9. The foregoing Agreement is further amended to read as follows: 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.
10. Page 10, bullet (10) of the foregoing Agreement has been amended to include updated versions of STD Exhibits A, E, H, M and N.
11. All other and remaining terms of the Agreement of December 27, 2017, shall remain the same

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.

RECOMMENDED FOR APPROVAL:

**Southwest Region Engineer
Vincent E. Calametti, P.E.**

**City of Mobile, Alabama Mayor
Sandy Stimpson**

**Chief Engineer
Don T. Arkle, P.E.**

City Clerk

This agreement has been legally reviewed and approved as to form and content.

By: _____
**William F. Patty,
Chief Counsel**

**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 B
DRAFT PROJECT SCHEDULE
TIGER 2016: ONE MOBILE

The final version of the project schedule will be incorporated into the FHWA FY 2016 TIGER Grant Agreement as Attachment B.

Overall Project Schedule

Completion of NEPA	September 1, 2017
Start of Preliminary Engineering	November 30, 2015
End of Preliminary Engineering	April 5, 2019
Overall Period of Performance End	January 29, 2024
Overall Project Closeout	March 24, 2025

Phase I-II

Planned Completion of PS&E Review	January 11, 2019
Planned Completion of Construction Documents	February 27, 2019
Planned Completion of Advertise for Bids	March 5, 2019
Planned Construction Contract Award	May 6, 2019
Planned Start of Construction	May 28, 2019

Construction Activity (Phased by Roadway Segment)	Planned Start Date	Planned End Date
Clearing & Grubbing/ Erosion Control	May 28, 2019	November 5, 2019
Earthwork	July 8, 2019	January 22, 2020
Drainage	August 8, 2019	April 2, 2020
Utilities	August 8, 2019	April 3, 2020
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	September 27, 2019	August 20, 2020
Sidewalks, Ramps & Shared Use Paths	January 6, 2020	December 4, 2020
Lighting, Landscaping & Signage	April 10, 2020	April 2, 2021

Planned Complete Construction	April 2, 2021
Planned Project Closeout	October 5, 2021

Phase 3

Planned Completion of PS&E Review	April 5, 2019
Planned Completion of Construction Documents	May 10, 2019
Planned Completion of Advertise for Bids	January 3, 2020
Planned Construction Contract Award	March 9, 2020
Planned Start of Construction	March 30, 2020

Construction Activity (Phased by Roadway Segment)	Planned Start Date	Planned End Date
Clearing & Grubbing/ Erosion Control	March 30, 2020	June 19, 2020
Earthwork	May 4, 2020	July 24, 2020
Drainage	May 25, 2020	August 14, 2020
Utilities	June 1, 2020	August 21, 2020
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	June 22, 2020	September 11, 2020
Sidewalks, Ramps & Shared Use Paths	July 13, 2020	November 27, 2020
Lighting, Landscaping & Signage	July 13, 2020	November 27, 2020

Planned Complete Construction	November 27, 2020
Planned Project Closeout	February 19, 2021

Phase 4

Planned Completion of PS&E Review	February 8, 2019
Planned Completion of Construction Documents	March 22, 2019
Planned Completion of Advertise for Bids	December 21, 2020
Planned Construction Contract Award	February 15, 2021
Planned Start of Construction	March 9, 2021

Construction Activity (Phased by Roadway Segment)	Planned Start Date	Planned End Date
Clearing & Grubbing/ Erosion Control	March 9, 2021	November 11, 2021
Earthwork	April 6, 2021	December 9, 2021
Drainage	April 6, 2021	December 5, 2022
Utilities	April 21, 2021	June 6, 2022
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	August 17, 2021	July 1, 2022
Sidewalks, Ramps & Shared Use Paths	October 19, 2021	April 4, 2022
Lighting, Landscaping & Signage	November 30, 2021	June 20, 2022

Planned Complete Construction	June 20, 2022
Planned Project Closeout	September 12, 2022

Phase 5

This phase will be designed and constructed under the ALDOT's resurfacing program. The anticipated letting of the project is in fiscal year 2021.

Phase 6

Planned Completion of PS&E Review	December 13, 2019
Planned Completion of Construction Documents	April 15, 2020
Planned Completion of Advertise for Bids	May 15, 2020
Planned Construction Contract Award	June 12, 2020
Planned Start of Construction	July 27, 2020
Planned Complete Construction	June 26, 2021
Planned Project Closeout	December 18, 2021

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
MONTGOMERY COUNTY

'17 DEC 19 PM 2:19

CONSTRUCTION AGREEMENT

BETWEEN

ALABAMA DEPARTMENT OF TRANSPORTATION

AND

CITY OF MOBILE, ALABAMA

PE Project ST-049-999-013

Project Reference Number 100066564

CN Project TIGER-FAUP-4917()

Project Reference Number 100066565

City of Mobile 2016 TIGER Grant

ONE MOBILE – Complete Streets Initiative

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 STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY; and

WHEREAS, the CITY has been awarded a United States Department of Transportation's "Transportation Investment Generating Economic Recovery" (TIGER) FY 2016 discretionary grant for the ONE MOBILE: Reconnecting People, Work and Play through Complete Streets Initiative (hereinafter, the "Project"); and

WHEREAS, the Project impacts City and State-controlled rights of way, including a State-designated municipal connecting link within the municipal limits of the City of Mobile;

WHEREAS, the STATE and CITY were project partners in the TIGER grant application submitted to the U.S. Department of Transportation;

WHEREAS, the STATE and CITY, entered into an agreement on September 5, 2017, to fund the preliminary engineering necessary to advance the Project to the construction phase;

WHEREAS, the STATE and CITY now desire to enter into a second agreement to fund the construction activities and construction engineering and inspection work for Phase I of the Project.

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree as follows:

1. Definitions.

- a) "Preliminary Design and Engineering" defines the general project location and design concepts. It includes, but is not limited to, preliminary engineering and other activities and analyses, such as environmental assessments, topographic surveys, metes and bounds surveys, geotechnical investigations, hydrologic analysis, hydraulic analysis, utility engineering, traffic studies, financial plans, revenue estimates, hazardous materials assessments, general estimates of the types and quantities of materials, and other work needed to establish parameters for the final design. Prior to completion of the environmental review process, any such preliminary engineering and other activities and analyses must not materially affect the objective consideration of alternatives in the environmental review process.
- b) "Final design" means any design activities following preliminary design and expressly includes the preparation of final construction plans and detailed specifications for the performance of construction work.

- c) "Local Match" means the value of third party in-kind contributions and the portion of the costs of a federally assisted project or program not borne by the Federal government provided during the grant period.
- d) "Initial Work" is hereby defined as that work, including the preliminary design and engineering and final design, necessary to advance the development of the Project through construction authorization, or "Plans, Specification and Engineering Approval," by the Federal Highway Administration (FHWA). Initial Work for the purposes of this Agreement also includes the efforts of the Owner's Representative to manage, coordinate, administer and/or direct the Project.
- e) "Construction Activities" include the following sub-categories of activities¹:
- i. **Clearing & Grubbing** – includes the removal and disposal of vegetation and debris in areas where excavation is to be performed, or where embankments or structures will be constructed. This includes removal of asphalt pavement, concrete, and drainage structures where not covered by other pay items and areas identified on the plans for this activity.
 - ii. **Erosion Control** – includes the installation, inspection and maintenance of devices installed on the project to prevent erosion from occurring and to prevent sediment transport from the project site. This incorporates a wide array of items that are used in specific applications as indicated in the plans and may be referred to as Best Management Practices or (BMPs). Erosion control activities may continue throughout construction.

¹ The definition of "construction activities" used herein is synonymous to that found in the USDOT FY 2016 TIGER grant agreement between the City of Mobile, FHWA and ALDOT.

- iii. **Earthwork** – activities associated with shaping the ground to achieve the final grades identified in the plans. This includes excavation, embankment and shaping of ditches or drainage facilities.
- iv. **Drainage** – activities associated with the construction of required drainage systems including pipes, inlets, ditches, ponds, etc. to achieve the specific project requirements.
- v. **Utilities** – activities associated with relocation and protection of utilities within the project limits, including power, water, sewer, cable, telephone and fiber. This phase will include construction coordination with utility companies and the contractor.
- vi. **Base & Pavement** – includes items associated with the structural makeup of the roadway such as compacted aggregate materials, asphalt base and surfacing materials.
- vii. **Curb & Gutter** – activities associated with the installation of curb and gutter and finishing touches to the roadway.
- viii. **Traffic & Pedestrian Signals** – includes the installation of traffic and pedestrian indicators intended to control the movements of vehicular and pedestrian traffic, particularly at roadway intersections. Crosswalks and lane striping will also be included in this phase.
- ix. **Sidewalks, Ramps and Shared Use Paths** – includes the installation of concrete, pavers or other materials for pedestrian and ADA-compliant facilities and pathways shared by pedestrians and non-motorized vehicles.

- x. **Lighting** – includes the installation of lighting for roadways and pedestrian paths.
- xi. **Landscaping** – activities associated with planting and hardscapes used in the green spaces of the project. Landscaping includes grassing, sodding, decorative plantings, green infrastructure, hardscape features, gateways and decorative devices.
- xii. **Signage** – activities associated with the installation of regulatory (speed limit, stop signs, etc.), wayfinding or special signage associated with the project. The regulatory signage will be dictated by required standards. Project specific signage will be signage associated with the pedestrian and bicycle paths and gateway signs at specified locations.

- 2. “Construction Engineering and Inspection” includes all work associated with construction management and administration required for federal-aid projects. The Project consists of four segments, which corresponds to four phases of construction; these are:
 - a) Phase I – Beauregard Street: Water – Congress Streets;
 - b) Phase II – Broad Street: Congress – Canal Streets;
 - c) Phase III – Broad Street: Canal – Baker Streets; and,
 - d) Phase IV – MLK Avenue: Broad St – Three Mile Creek.
- 3. At this time, the City has completed all of the Initial Work necessary to advance Phase I to construction. Phase I “Construction Activities” will include the following construction activities: clearing & grubbing/erosion control, earthwork, drainage, utilities, base &

pave, curb & gutter, pedestrian signals, sidewalks/ramps, landscape & signage that involve modifications and improvements to Beauregard Street beginning at Congress Street and ending at Water Street. These construction activities include 0.90 miles of the removal of the existing concrete roadway and the reconstruction of a 4 lane boulevard with buffered bicycle lanes in each direction, 8'-10' wide shared use paths along each side of the roadway, landscaped median, stormwater drainage, and utility relocations. In addition, pedestrian safety improvements will include the construction of pedestrian crosswalks, signage, and traffic signal upgrades to include pedestrian signal heads at each signalized intersection. All proposed pedestrian improvements will adhere to all ADA requirements.

4. The scope of this Agreement includes the Phase I Construction Activities and Construction Engineering and Inspection Work. Project management and grant administration activities are funded under the Agreement entered on September 5, 2017.

5. Responsibilities.

- a) The CITY will be the Project Lead, acting through its employees and agents, and as a Local Public Agency (LPA), to coordinate, direct, and manage construction activities as the Project progresses from letting to project closeout. These activities are more specifically set out in Chapter 12 of ALDOT's LPA Manual for Federal-aid Projects in Alabama², which is incorporated herein by reference.

² https://www.dot.state.al.us/tpmpweb/mp/_pdf/LPA/LPAMan_Updated_Sept_13_2017.pdf

- b) ALDOT will share in quality control and construction administration of the Project as detailed in the LPA Manual.
- c) The STATE, by and through its agents, shall review invoices and approve payments for the Construction Engineering and Inspection consultant listed in Table I below in such a manner so that payment progress remains proportional to the Work performed. The State will obtain concurrence from the City on all invoices for services that will be charged to the project prior to executing payment. The administrative charges by the State will not require concurrence from the City.

6. Allocation of Funding.

- a) The estimated costs and participation by the various parties to fund the Phase I Construction Activities described herein is as follows.

Table I: Phase I Construction Activities :			-
	FY16 TIGER Funds	ALDOT	COM
Construction Activities	\$ 5,525,478.00	\$ 571,246.00	\$ -
Construction Administration	\$ -	\$ 731,607.00	\$ -
Subtotal	\$ 5,525,478.00	\$ 1,302,853.00	
TOTAL BUDGET		\$ 6,828,331.00	

7. Following the preliminary engineering expenditures and the Phase I Construction Activities, the parties anticipate the following remaining funds will be available for the Construction Activities of future Phases as follows:

Table 2: Proposed Project Budget				
	Source of Funds	Initial Work	Phase I Construction	Remaining Funds
FY 2016 FHWA TIGER Award	\$14,465,044.00		\$ (5,525,478.00)	\$8,939,566.00
City of Mobile Local Match	\$3,320,000.00	(\$750,000)		\$2,570,000
ALDOT Local Match	\$4,540,000.00	(\$2,579,461)	\$ (1,302,853.00)	\$657,686
Total Project Budget	\$22,325,044.00	(\$3,329,461)	\$ (6,828,331.00)	\$12,167,252

8. It is clearly understood by both parties that neither the STATE nor the CITY commits any funds beyond the amounts outlined in Table 1 and 2 at this time.

9. Additional Terms.

- a) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- b) 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.
- 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.
- d) This Agreement shall remain effective until such time as the terms herein are satisfied and fulfilled.
- 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 attorney's 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) It is agreed that the terms and commitments contained herein shall not constitute 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 or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision shall be deemed null and void.

In the event of any disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

10. The following exhibits are attached and hereby made a part of this Agreement.
 - a) Exhibit A: Project Schedule as submitted to FHWA in October, 2017
 - b) Exhibit M
 - c) Exhibit N
11. This Agreement shall be construed according to the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto cause the Agreement to be executed by those officers, and persons thereunto duty authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

RECOMMENDED FOR APPROVAL:


Southwest Region Engineer
Vincent E. Calametti, P.E.

CITY OF MOBILE,
ALABAMA


Mayor, Sandy Stimpson

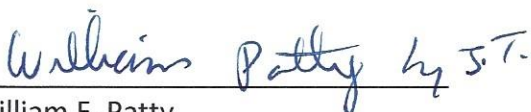
CITY CLERK


Chief Engineer
Don T. Arkle, P.E.



CITY SEAL

THIS AGREEMENT HAS BEEN LEGALLY
REVIEWED AND APPROVED AS TO FORM
AND CONTENT:


William F. Patty
Chief Counsel

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


Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama
this 27th day of December, 2017.

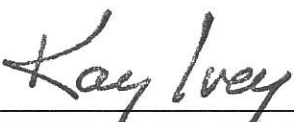

GOVERNOR OF ALABAMA, KAY IVEY

EXHIBIT A **DRAFT PROJECT SCHEDULE** **TIGER 2016: ONE MOBILE**

The final version of the project schedule will be incorporated into the FHWA FY 2016 TIGER Grant Agreement as Attachment B.

Actual Start of Preliminary Engineering: November 30, 2015

Actual Completion of NEPA: August 7, 2017

Base Phase

Beauregard Street between Congress Street and Water Street (Recipient Phase 1)

Actual End of Preliminary Engineering: October 13, 2017

Planned Completion of Construction Documents/PS&E Approval: November 28, 2017

Planned Completion of Advertise for Bids: December 31, 2017

Planned Construction Contract Award: February 9, 2018

Planned Start of Construction: March 5, 2018

Construction Activity (Phased by Roadway Segment)	Planned/Actual Start Date	Planned/Actual End Date
Clearing & Grubbing/ Erosion Control	March 5, 2018	June 15, 2018
Earthwork	May 2, 2018	July 27, 2018
Drainage	June 1, 2018	October 26, 2018
Utilities	June 1, 2018	October 26, 2018
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	June 1, 2018	November 30, 2018
Sidewalks, Ramps & Shared Use Paths	October 1, 2018	December 30, 2018
Lighting, Landscaping & Signage	November 1, 2018	March 1, 2019

Planned Construction Substantial Completion and Open to Traffic Date: March 1, 2019

Option Phase 1**Broad Street between north of Canal Street and Congress Street (Recipient Phase 2)**

Planned End of Preliminary Engineering: November 8, 2018

Planned Completion of Construction Documents/PS&E Approval: December 11, 2018

Planned Completion of Advertise for Bids: January 20, 2019

Planned Construction Contract Award: February 28, 2019

Planned Start of Construction: March 14, 2019

Construction Activity (Phased by Roadway Segment)	Planned/Actual Start Date	Planned/Actual End Date
Clearing & Grubbing/ Erosion Control	March 14, 2019	July 6, 2020
Earthwork	March 14, 2019	June 9, 2020
Drainage	March 14, 2019	January 8, 2021
Utilities	March 14, 2019	December 25, 2020
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	September 2, 2019	February 1, 2021
Sidewalks, Ramps & Shared Use Paths	September 1, 2020	June 1, 2021
Lighting, Landscaping & Signage	March 1, 2021	December 1, 2021

Planned Construction Substantial Completion and Open to Traffic Date: December 1, 2021

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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- 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.

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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

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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 CONSULTANT 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, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT 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.

Option Phase 2**Broad Street between Baker Street and north of Canal Street (Recipient Phase 3)**

Planned End of Preliminary Engineering: March 22, 2019

Planned Completion of Construction Documents/PS&E Approval: April 12, 2019

Planned Completion of Advertise for Bids: October 10, 2021

Planned Construction Contract Award: December 1, 2021

Planned Start of Construction: December 30, 2021

Construction Activity (Phased by Roadway Segment)	Planned/Actual Start Date	Planned/Actual End Date
Clearing & Grubbing/ Erosion Control	December 30, 2021	June 29, 2022
Earthwork	February 1, 2022	August 1, 2022
Drainage	March 1, 2022	December 30, 2022
Utilities	March 1, 2022	December 30, 2022
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	March 1, 2022	March 1, 2023
Sidewalks, Ramps & Shared Use Paths	May 2, 2022	March 1, 2023
Lighting, Landscaping & Signage	September 1, 2022	July 31, 2023

Planned Construction Substantial Completion and Open to Traffic Date: July 31, 2023

Planned Construction Final Acceptance / Completion: October 20, 2023

Dr. Martin Luther King, Jr. Avenue between Beauregard Street and Three Mile Creek (Recipient Phase 4)

Planned End of Preliminary Engineering: April 5, 2019

Planned Completion of Construction Documents/PS&E Approval: May 3, 2019

Planned Completion of Advertise for Bids: January 16, 2022

Planned Construction Contract Award: February 23, 2022

Planned Start of Construction: March 24, 2022

Construction Activity (Phased by Roadway Segment)	Planned/Actual Start Date	Planned/Actual End Date
Clearing & Grubbing/ Erosion Control	March 24, 2022	December 5, 2022
Earthwork	April 21, 2022	January 2, 2023
Drainage	April 21, 2022	April 20, 2023
Utilities	April 21, 2022	July 19, 2023
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	October 20, 2022	September 19, 2023
Sidewalks, Ramps & Shared Use Paths	January 12, 2023	July 12, 2023
Lighting, Landscaping & Signage	February 23, 2023	September 26, 2023

Planned Construction Substantial Completion and Open to Traffic Date: September 26, 2023

Planned Construction Final Acceptance/Completion Date: December 18, 2023

Overall Period of Performance End Date: January 29, 2024

Planned Overall Project Closeout: March 24, 2025

2017

RESOLUTION NUMBER 01-733

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

1. That the City enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Preliminary Engineering for Project ST-049-999-013, Project Reference Number 100066564 and Construction, Project Reference Number 100066565 for the One Mobile – Complete Streets Initiative on Broad Street in the City of Mobile which Agreement is before this Council.

2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf.
3. That the Agreement be attested by the City Clerk and the seal of the City 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 Clerk.

Passed, adopted, and approved this 21st day of November, 20 17.

ATTESTED:


City Clerk


Mayor

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 passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 21st day of November, 20 17, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 21 day of November, 20 17.


City Clerk



Kay Ivey
GOVERNOR

ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX: (251) 473-3624



John R. Cooper
TRANSPORTATION DIRECTOR

January 10, 2018

Mr. Nick Amberger, P.E.
City Engineer
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Dear Mr. Amberger:

RE: Construction Funding Agreement
ST-049-999-013
Project Reference Number 100066564
One Mobile – Complete Streets Initiative
Mobile County

Enclosed please find the fully executed Construction Agreement for the above-referenced project. The agreement is being forwarded for your files.

Should you have any questions or need additional information regarding this matter, please contact Mr. John Reece at (251) 470-8265.

Sincerely,

Vincent E. Calametti, P.E., Region Engineer

By: 
Vincent E. Beebe, P.E.
Asst. Region Pre-Construction Engineer

VEB/jcr
Enclosure
c: File w/ enclosure



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 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 Nexgen Asset Management for annual renewal of Nexgen enterprise asset management software for MIT.

Amount of Contract:

\$220,500.00

Funding Source

Capital project for work order & asset management system

ATTACHMENTS:

1. 20240719 Nexgen Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 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 Nexgen Asset Management

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Nexgen Asset Management for annual renewal of Nexgen enterprise asset management software for MIT.
Capital Project work order & asset management system

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$220,500.00

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: Bid exempt 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>10968</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF NEXGEN ENTERPRISE ASSET MANAGEMENT SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE)	\$220,500.00	(<u>297466</u>) <u>NEXGEN ASSET MANAGEMENT</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010968-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor NEXGEN ASSET MANAGEMENT 4010 LENNANE DR SACRAMENTO, CA 95834 Tel#916-779-7300 Fax 916-564-8030	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	1297466	06/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

RENEWAL PER MAYOR SIGNED CONTRACT ADDENDUM IN 2023 #01-735 AND NEXGEN INVOICE #4362.

001	NEXGEN AM Cloud NEXGEN AM Cloud Site Unlimited Users Jul 1, 2024 - Jun 30, 2025.	1.00 EACH	189000.00000	189000.00
-----	--	--------------	--------------	-----------

1	2000.80.00.0000.0000.0000.0000.42200. E C0566 .PROFTECHNC.			189000.00
---	---	--	--	-----------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	NEXGEN Service Request Portal Jul 1, 2024 - June 30, 2025.	1.00 EACH	15750.00000	15750.00
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1	2000.80.00.0000.0000.0000.0000.42200.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010968-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor NEXGEN ASSET MANAGEMENT 4010 LENNANE DR SACRAMENTO, CA 95834 Tel#916-779-7300 Fax 916-564-8030	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	297466	06/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	E C0566 .PROFTECHNC.			15750.00
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
003	NEXGEN Contractor Po... NEXGEN Contractor Portal Jul 1, 2024 - Jun 30, 2025. No Sales Tax	1.00 EACH	15750.00000	15750.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0566 .PROFTECHNC.			15750.00
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT				

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010968-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor NEXGEN ASSET MANAGEMENT 4010 LENNANE DR SACRAMENTO, CA 95834 Tel#916-779-7300 Fax 916-564-8030	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	1297466	06/25/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 220500.00

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

Account	Amount	Remaining Budget
E C0566 .PROFTECHNC.	220500.00	.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42200.	220500.00	
CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	06/25/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	06/25/24	SCOTT KEARNEY	
Approved	06/25/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	06/25/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	06/25/24	SCOTT KEARNEY	
Approved	06/25/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	06/25/24	BRENDA RHODES	
Approved	06/25/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/25/24	RELYA MALLORY	Auto approved by: 910511034
Approved	07/19/24	DONALD ROSE	Approved by: 9105fo1a
Approved	07/19/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	07/19/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	07/19/24	SAMANTHA COOLEY	Auto approved by: 910516727

=====	=====
Bill To	Requisition 00010968-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	=====

Vendor
NEXGEN ASSET MANAGEMENT
4010 LENNANE DR

SACRAMENTO, CA 95834

Tel#916-779-7300
Fax 916-564-8030

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/25/24	297466	06/25/24			INFORMATION TECHNOLOGY
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	07/19/24 JOHN PAINE		Auto approved by: 910516727	
Approved	07/19/24 MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 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 Carahsoft for annual renewal of AvePoint Office365 cloud backup software for MIT.

Amount of Contract:

\$37,612.80

Funding Source

General fund.

ATTACHMENTS:

1. 20240719 Carahsoft Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 30 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 Carahsoft

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Carahsoft for annual renewal of AvePoint Office365 cloud backup software for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$37,612.80

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: Bid exempt as software; GSA 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>10972</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF AVEPOINT OFFICE365 CLOUD BACKUP SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE; GSA CONTRACT)	\$37,612.80	<u>(295556)</u> <u>CARAHSOFT</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010972-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	1295556	06/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER GSA #47QSWA18D008F.

Referenceing the other 3 years on PO as follows:

Billing Schedule:

Year 1 - billed in 2024: \$37,612.80
 Year 2 - billed in 2025: \$39,493.44
 Year 3 - billed in 2016: \$41,482.80

001	AOS_0365_CBU Cloud Backup for M365 - E1 (Group Z) (Per User Per Month) - Renewal Unlimited Retention, AvePoint Hosted (Azure) GovCloud - (AOS - US) AvePoint Public Sector, Inc. - AOS_0365_CBU Start Date: 07/26/2024 End Date: 07/25/2025	1200.00 EACH	9.60000	11520.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			11520.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010972-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	295556	06/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

002	AOS_0365_CBU Cloud Backup for M365 (Per User Per Month) - Renewal Standard Version, Unlimited Retention, AvePoint Hosted (Azure) GovCloud - (AOS - US) AvePoint Public Sector, Inc. - AOS_0365_CBU Start Date: 07/26/2024 End Date: 07/25/2025	906.00 EACH	28.80000	26092.80
-----	---	----------------	----------	----------

1	1000.10.23.5000.5000.5000.0000.0000.42115.			26092.80
---	--	--	--	----------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	37612.80
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General Services Administration
Federal Supply Service Authorized Federal Supply Schedule Price List

Contractor:
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:
47QSWA18D008F
Multiple Award Schedule (MAS)
Period Covered by Contract:
August 22, 2018 – August 21, 2028

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. 333429:	3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM:	Electronic Records Management
Special Item No. 493110RM:	Physical Records Management Solutions
Special Item No. 3361E:	Electric and Autonomous Vehicles and Accessories
Special Item No. OLM:	Order-Level Materials (OLM)
Special Item No. 518210FM	Financial Management Quality Service Management Office

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is <https://gsaadvantage.gov>



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 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 Office Equipment Company of Mobile Inc for Hurtel Street office furniture for MPRD Mowing Department

Amount of Contract:

\$23,715.28

Funding Source

General fund.

ATTACHMENTS:

1. 20240725 OEC Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 30 June 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 Office Equipment Company of Mobile Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Office Equipment Company of Mobile Inc for Hurtel Street
office furniture for MPRD Mowing Department
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$23,715.28

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: TIPS cooperative purchasing agreement, price lower than/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>11419</u>	2024	(2012) PARKS MAINTENANCE	HURTEL STREET OFFICE FURNITURE FOR MPRD MOWING DIVISION (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON/PRICED BELOW STATE CONTRACT)	\$23,715.28	<u>(150500) OFFICE EQUIPMENT COMPANY OF MOBILE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 1

Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER TIPS CONTRACT #200301.

INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN: NANCY BRAMLETT.

THIS INCLUDES DELIVERY UP STAIRS TO THE 2ND FLOOR.

001 FILE FOR DESK, PART #: PL166, FULL PEDASTAL, BOX/BOX/FILE; PART #: CG, LAM: COASTAL GREY; PART #: STD, STANDARD SILVER PULL; MFG: COE	4.00 EACH	243.60000	974.40
1 1000.40.20.2030.2012.2005.0000.0000.44020.			974.40

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
---	---

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
002 DESK TOP ONLY, PART #: PLT3072, RECTANGULAR TOP, 30"D X 72"W; PART #: CG, LAM:COASTAL GREY; MFG: COE	1.00 EACH	181.65000	181.65

1 1000.40.20.2030.2012.2005.0000.0000.44020. 181.65

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

003 DESK CORNER SHELL, PART #: PL163, CORNER DESK SHELL, 36"W X 24"D; PART #: CG, LAM: COASTAL GREY; MFG: COE	2.00 EACH	308.00000	616.00
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1 1000.40.20.2030.2012.2005.0000.0000.44020. 616.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
004	CREDENZA SHELL, PART #: PL129, CREDENZA SHELL, 60"W X 24"D; PART #: CG, LAM: COASTAL GREY; MFG: COE	4.00 EACH	191.45000	765.80

1	1000.40.20.2030.2012.2005.0000.0000.44020.			765.80
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

005	CREDENZA SHELL, PART #: PL143, CREDENZA SHELL, 71"W X 24"D, PART #: CG, LAM: COASTAL GREY; MFG: COE	1.00 EACH	207.55000	207.55
1	1000.40.20.2030.2012.2005.0000.0000.44020.			207.55

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
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 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

006	DESK LECTERN STYLE, PORTABLE/PART #: VCTDC550, MOBILE ADJUSTABLE HEIGHT DESK, MFG: AMZ	1.00 EACH	214.23000	214.23
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2030.2012.2005.0000.0000.44020.			214.23
Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605				
007	DESK WITH DRAWERS ON BOTH SIDES, PART #: EV6030DP, PALISADES DOUBLE PED DESKS 60" X 30", MFG: COE	6.00 EACH	1156.75000	6940.50
1	1000.40.20.2030.2012.2005.0000.0000.44020.			6940.50
Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE				

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 6

Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
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 1900 HURTEL STREET
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 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

008 TABLE CONFERENCE, PART #: EVT6, 6FT. CONFERENCE TABLE, MFG: COE	1.00 EACH	984.90000	984.90
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1 1000.40.20.2030.2012.2005.0000.0000.44020.	984.90
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

009 TABLE CONFERENCE, PART #: EV42R, PALISADES-42" ROUND CONFERENCE TABLE; MFG: COE	1.00 EACH	425.25000	425.25
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 7

Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
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 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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1 1000.40.20.2030.2012.2005.0000.0000.44020.

425.25

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
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Deliver To
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 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

010 CREDENZA, DESK AND BRIDGE, PART #: EV7230U, PALISADES- U GROUP; MFG: COE	1.00 EACH	2069.90000	2069.90
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1 1000.40.20.2030.2012.2005.0000.0000.44020.

2069.90

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 8
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

011	TABLE CONFERENCE, PART #: EV42R, PALISADES- 42" ROUND CONFERENCE TABLE; MFG: COE	1.00 EACH	425.25000	425.25
1	1000.40.20.2030.2012.2005.0000.0000.44020.			425.25

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

012	DESK SHELL, PART #: PL101, DESK SHELL, 71"W X 36"D; PART #: CG, LAM: COASTAL GREY; MFG: COE	2.00 EACH	258.65000	517.30
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Bill To	Requisition 00011419-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 9
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Vendor	Ship To
OFFICE EQUIPMENT COMPANY OF MOBILE INC	PUBLIC WORKS ADMIN.
104 E I-65 SERVICE RD N	1900 HURTEL STREET
	BEFORE 2:30 P.M.
MOBILE, AL 36607	MOBILE, AL 36605
	DEEANN.POPPLE@CITYOFMOBILE.ORG
Tel#251-380-7469	Delivery Reference
Fax 251-479-2280	DEEANN POPPLE
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

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Date	Vendor
Ordered	Number
	Required
	Ship
	Via
	Terms
	Department
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07/05/24	150500
	PARKS MAINTENANCE
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LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2030.2012.2005.0000.0000.44020.			517.30
	Ship To			
	PUBLIC WORKS ADMIN.			
	1900 HURTEL STREET			
	BEFORE 2:30 P.M.			
	MOBILE, AL 36605			
	Delivery Reference			
	DEEANN POPPLE			
	Deliver To			
	PUBLIC WORKS ADMIN.			
	1900 HURTEL STREET			
	BEFORE 2:30 P.M.			
	MOBILE, AL 36605			
013	DESK RETURN, PART #: PL145L,	2.00	175.35000	350.70
	RETURN REVERSABLE, 48"W X 24"D;	EACH		
	PART #: CG, LAM: COASTAL GREY;			
	MFG: COE			
1	1000.40.20.2030.2012.2005.0000.0000.44020.			350.70

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 10
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
014	FILE PART #: PL166, FULL PEDASTAL, BOX/BOX/FILE; PART #: CG, LAM: COASTAL GREY; PART #: STD, STANDARD BLACK PULL; MFG: COE	2.00 EACH	243.60000	487.20
1	1000.40.20.2030.2012.2005.0000.0000.44020.			487.20
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 11
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
015	FILE PART #: PL175, FULL PEDASTAL, FILE/FILE; PART #: CG, LAM: COASTAL GREY; PART #: STD, STANDARD BLACK PULL; MFG: COE	2.00 EACH	249.90000	499.80
1	1000.40.20.2030.2012.2005.0000.0000.44020.			499.80
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
016	CABINET STORAGE, PART #: PL151, STORAGE CABINET, 36"W X 22"D X	3.00 EACH	606.55000	1819.65

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Bill To	Requisition 00011419-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 12
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Vendor	Ship To
OFFICE EQUIPMENT COMPANY OF MOBILE INC	PUBLIC WORKS ADMIN.
104 E I-65 SERVICE RD N	1900 HURTEL STREET
	BEFORE 2:30 P.M.
MOBILE, AL 36607	MOBILE, AL 36605
	DEEANN.POPPLE@CITYOFMOBILE.ORG
Tel#251-380-7469	Delivery Reference
Fax 251-479-2280	DEEANN POPPLE
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price	
	66"H; PART #: CG, LAM: COASTAL				
	GREY; PART #: STD, STANDARD BLACK				
	PULL; MFG: COE				
1	1000.40.20.2030.2012.2005.0000.0000.44020.			1819.65	
	Ship To				
	PUBLIC WORKS ADMIN.				
	1900 HURTEL STREET				
	BEFORE 2:30 P.M.				
	MOBILE, AL 36605				
	Delivery Reference				
	DEEANN POPPLE				
	Deliver To				
	PUBLIC WORKS ADMIN.				
	1900 HURTEL STREET				
	BEFORE 2:30 P.M.				
	MOBILE, AL 36605				
017	HUTCH OPEN, PART #: PL144OH, OPEN	1.00	297.85000	297.85	
	HUTCH, 71"W X 36"H; PART #: CG ,	EACH			
	LAM: COASTAL GREY; MFG:COE				
1	1000.40.20.2030.2012.2005.0000.0000.44020.			297.85	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 13

Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
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 1900 HURTEL STREET
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 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
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Deliver To
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 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

018 DOORS PART #: PL44LD_OD, LAMINATE DOOR SET FOR NEW PL144, OUTSIDE DOORS (2 PER SET); PART #: CG, LAM: COASTAL GREY;MFG: COE	1.00 EACH	29.05000	29.05
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1 1000.40.20.2030.2012.2005.0000.0000.44020.	29.05
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 14

Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
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 1900 HURTEL STREET
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 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

019 DOOR PART #: PL44LD_CD, LAMINATE DOOR SET FOR NEW PL144, CENTER DOORS (2 PER SET); PART #: CG, LAM: COASTAL GREY; MFG: COE	1.00 EACH	29.05000	29.05
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1 1000.40.20.2030.2012.2005.0000.0000.44020.	29.05
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Ship To
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 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

020 TABLE PART #: PLT8R, ROUND TABLE TOP, 48"; PART #: CG, LAM: COASTAL	1.00 EACH	155.05000	155.05
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 15
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	GREY; MFG: COE 1000.40.20.2030.2012.2005.0000.0000.44020.			155.05
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
021	TABLE BASE PART #: PLTSQ2328, STANDARD HEIGHT SQUARE BASE; PART #: CG, LAM: COASTAL GREY; MFG: COE	1.00 EACH	260.40000	260.40
1	1000.40.20.2030.2012.2005.0000.0000.44020.			260.40

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 16

Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
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07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
022 FILE CABINET, PART #: PL112, 2 DRW LATERAL FILING CABINET W/ REMOVABLE TOP 36"W X 22"D X 29"H; PART #: CG, LAM: COASTAL GREY; PART # STD, STANDARD BLACK PULL; MFG: COE	1.00 EACH	436.80000	436.80
1 1000.40.20.2030.2012.2005.0000.0000.44020.			436.80

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 17
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
023	TABLE PART #: PL438THALF, 6' RECTANGULAR TABLE TOP; MFG: COE	1.00 EACH	360.85000	360.85
1	1000.40.20.2030.2012.2005.0000.0000.44020.			360.85
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN.			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 18

Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

024	TABLE BEAM, PART #: PLTADJMDB4872, ADJUSTABLE BEAM FOR 36"-60"W TABLE TOPS; MFG: COE	2.00 EACH	63.35000	126.70
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1	1000.40.20.2030.2012.2005.0000.0000.44020.	126.70
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

025	LEG PART #: PLTVAMETLEG, 28-1/2"H METAL OBLIQUE LEG; PART # BK, BLACK; MFG: COE	2.00 EACH	49.00000	98.00
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1	1000.40.20.2030.2012.2005.0000.0000.44020.	98.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fol Status: Approved
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Page 19

Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
026 TABLE TOP PART #: PLT30R, ROUND TABLE TOP 30"; PART #: CG, LAM: COASTAL GREY; MFG: COE	2.00 EACH	98.70000	197.40

1 1000.40.20.2030.2012.2005.0000.0000.44020.	197.40
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 20
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

027	TABLE BASE, PART #: PLTRB2328, STANDARD HEIGHT ROUND BASE; MFG: COE	1.00 EACH	246.40000	246.40
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1	1000.40.20.2030.2012.2005.0000.0000.44020.			246.40
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

028	LEG MOUNT PART #: PLTVALEGMOUNT3642, VA LEG MOUNT FOR 36" & 42"W TOPS; BLACK; MGF: COE	1.00 EACH	59.15000	59.15
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 21

Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
1 1000.40.20.2030.2012.2005.0000.0000.44020. Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			59.15
029 TABLE DRAFTING, PART #: 2223, DRAFTING TABLE; TOP-ANTHRACITE; BASE-TEXTURED BLACK; MFG: SAF	1.00 EACH	1111.50000	1111.50
1 1000.40.20.2030.2012.2005.0000.0000.44020.			1111.50
Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 22
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
030 FREIGHT FOR DRAFTING TABLE	1.00 EACH	185.00000	185.00
1 1000.40.20.2030.2012.2005.0000.0000.44020.			185.00
Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
031 PART #: OECDLINSTALL, DELIVERY, ASSEMBLY & INSTALLATION FOR BACK BUILDING-OEC	1.00 EACH	695.00000	695.00

=====	=====
Bill To	Requisition 00011419-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 23
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Vendor	Ship To
OFFICE EQUIPMENT COMPANY OF MOBILE INC	PUBLIC WORKS ADMIN.
104 E I-65 SERVICE RD N	1900 HURTEL STREET
	BEFORE 2:30 P.M.
MOBILE, AL 36607	MOBILE, AL 36605
	DEEANN.POPPLE@CITYOFMOBILE.ORG
Tel#251-380-7469	Delivery Reference
Fax 251-479-2280	DEEANN POPPLE
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/05/24	150500
	PARKS MAINTENANCE
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LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2030.2012.2005.0000.0000.44020.			695.00
	Ship To			
	PUBLIC WORKS ADMIN.			
	1900 HURTEL STREET			
	BEFORE 2:30 P.M.			
	MOBILE, AL 36605			
	Delivery Reference			
	DEEANN POPPLE			
	Deliver To			
	PUBLIC WORKS ADMIN.			
	1900 HURTEL STREET			
	BEFORE 2:30 P.M.			
	MOBILE, AL 36605			
032	PART #: OECDELINSTALL, DELIVERY & INSTALLATION MAIN BLDG.- PARKS AND REC WILL STAIR CARRY ALL ITEMS TO THE SECOND FLOOR. OEC WILL INSTALL	1.00 EACH	1947.00000	1947.00
1	1000.40.20.2030.2012.2005.0000.0000.44020.			1947.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 24

Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
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 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Requisition Link

Requisition Total	23715.28
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***** General Ledger Summary Section *****

Account	Amount Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.44020.	23715.28
PARKS MAINTENANCE EXP	OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	07/05/24	KIM CARMODY	Auto approved by: 91055604
Approved	07/05/24	DANIEL OTTO	
Approved	07/25/24	DONALD ROSE	Approved by: 9105fo1a
Approved	07/25/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	07/25/24	STEVEN KRONINGER	Auto approved by: 910516727

The Interlocal Purchasing System

Purchasing Made Personal



Printed 25 July 2024

www.coedistributing.com

JMJS Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	1020 Franklin Drive Suite 5	NAME Charlie Martin
CITY	Smock	PHONE (866) 839-8477
STATE	PA	FAX (866) 839-8472
ZIP	15480	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AL | AZ | AR | CA | CO | CT | DE | DC | FL | GA | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV
| NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WV | WI | WY

Overview

COE Distributing is a national office furniture distributor with a passion for creating inspiring work environments. A family-owned business since 1947, COE sources high-quality office furniture with forward-thinking, well-planned design from around the globe. Our developers collaborate with skilled manufacturers to bring exclusive products to market, ensuring each piece meets unwavering quality standards. Our private label OfficeSource offers a line of furniture and accessories always styled right, built right and priced right. Based in southwestern Pennsylvania with distribution centers in North Carolina and Texas, COE boasts an enthusiastic team dedicated to delivering the right solutions for our customers.

EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

RESELLERS

JMJS Inc

Resellers listed below may also hold a current TIPS contract. PO's for quotes provided by a reseller that are also awarded in the same category will be processed and sent directly to that reseller.

Please check under "ALL VENDORS" before requesting a quote from any listed reseller.

Reseller Form for TIPS Sales

TIPS Reseller Procedure

Resellers	Address
5 Star Office Furniture Contact: Shannon Contact Phone:(404) 496-4182 Contact Email: shannon@5starofficefurniture.com	2864 Franklin Street Avondale Estates GA 30002 Phone:(404) 496-4182 Fax:
Barrows Office Environments Contact: Kristi Huffman Contact Phone:(540) 362-5700 Contact Email: purchasing@barrowsinc.com	3801 Blue Ridge Dr. Roanoke VA 24018 Phone:(540) 362-5700 Fax:
Office Value Contact: Tony West Contact Phone:(910) 892-7475 Contact Email: tonyw@officevalue.com	300 N Wilson Avenue Dunn NC 28334 Phone:(910) 892-7475 Fax:
Innerspace Architectural Interiors pdoggett@innerspace.com Contact: Paulette Doggett Contact Phone:(251) 433-2730 Contact Email:	201 St Joseph St A Mobile AL 36602 Phone:(251) 433-2730 Fax:

<u>Nelson Interiors</u>	
nelsoninteriors.com Contact: EmilyHoward Contact Phone:(210) 684-2624 Contact Email: emily@nelsoninteriors.com	1914 Grandstand San Antonio TX 78238 Phone:(210) 684-2624 Fax:(210) 684-3214
<u>Norman Company</u>	
http://normancompany.com/ Contact: JoshNorman Contact Phone:(479) 424-1600 Contact Email: josh@normancompany.com	7600 Ball Road Ft Smith AR 72908 Phone:(479) 424-1600 Fax:
OFC Workscapes Contact: Contact Phone: Contact Email: sgathings@ofcworkscapes.com	246 Cahaba Valley Parkway Pelham AL 35124 Phone:(205) 492-9937 Fax:
Office Bam Contact: Mason Terry Contact Phone:(903) 780-2623 Contact Email:	11315 HWY 29 North Tyler TX 75706 Phone:(903) 881-0340 Fax:
Office Enterprises Inc Contact: Wendi Westfall-Pittman Contact Phone:(715) 359-1234 Contact Email: wendi@theoeigroup.com	6002 Municipal Street Weston TX 54476 Phone:(715) 359-1234 Fax:
Office Equipment Company Contact: GeriHolland Contact Phone:(251) 471-3368 Contact Email:	104 East I-65 Service Road North Mobile AL 36607 Phone:(251) 471-3368 Fax:
Office Makers Inc Contact: Amanda Bahan Contact Phone:(281) 574-3800 Contact Email:	1005 Katyland Dr Katy TX 77493 Phone:(281) 574-3800 Fax:
Office Word Contact: Hector Tejeda Contact Phone:(956) 266-6240 Contact Email: officeworldrgrv@gmail.com	615 N Expressway Brownsville TX 78520 Phone:(956) 544-4708 Fax:
<u>Orange Stationers</u>	
www.orangestationer.com Contact: Paul A.Dickerson Contact Phone:(409) 233-9204 Contact Email: paul@orangestationer.com	701 W. Division St Orange TX 77630 Phone:(409) 886-3636 Fax:
<u>Orange Stationers</u>	
http://www.orangestationer.com Contact: Paul Dickerson Contact Phone:(409) 233-9204 Contact Email: paul@orangestationer.com	701 W. Division Street Orange TX 77630 Phone:(409) 233-9204 Fax:
Rays Business Products Contact: Sophie Pineda-Trevino Contact Phone:(956) 624-8362 Contact Email: sophie@raysbusinessproducts.com	200 E. Interstate 2, Suite 1 Pharr TX 78577 Phone:(956) 782-1554 Fax:
<u>Tennessee Office Supply</u>	
www.tnofficesupply.com Contact: Jim Jordan Contact Phone:(432) 677-9257 Contact Email:	3302 Wayfield Drive 100 E Main St. Johnson City TX 37601 Phone:(432) 677-9257 Fax:(432) 677-9275
Terrell Enterprises, Inc Contact: AlBrannon Contact Phone:(334) 382-7415 Contact Email: al@terrellenterprises.com	P.O. Box 461 Greenville AL 36037 Phone:(334) 382-7415 Fax:(334) 382-7416
<u>The Pizzuto Group</u>	
https://www.thepizzutogroup.com/ Contact: RobertPizzuto Contact Phone:(201) 300-7280 Contact Email: robert@thepizzutogroup.com	702 Neill Court Oradell NJ 07649 Phone:(201) 300-7280 Fax:
The Supply Room Company Contact: Woody Woodhouse Contact Phone:(804) 512-3052 Contact Email: Rwoodhouse@thesupplyroom.com	14140 Washington Hwy Ashland VA 23005 Phone:(804) 512-3052 Fax:
<u>Velocity Business Products</u>	
www.velocitybp.com Contact: Jamie Ward Contact Phone:(281) 787-8340 Contact Email: jamie@velocitybp.com	16445 Air Center Blvd #100 Houston TX 77032 Phone:(281) 787-8340 Fax:
Wise Office Supply Contact: LayneWise Contact Phone:(334) 566-3790 Contact Email: wise@troycable.net	1013 S Brundidge S Troy AL 36081 Phone:(334) 566-3790 Fax:
Wittigs Office Interior dba Wittigs Contact: Albert Contact Phone:(361) 424-5188 Contact Email:	3750 Wow Rd Corpus Christ TX 79413 Phone:(361) 424-5188 Fax:
Work Space Solutions Contact: Becky Dorsey Contact Phone: Contact Email:	3666 Thousand Oaks Suite 220 San Antonio TX 78247 Phone:(210) 366-4414 Fax:

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230301	Furniture, Furnishings, and Services	05/31/2028	See EDGAR Certification Doc.
231104	Commercial Cafeteria Equipment and Furniture	01/31/2027	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230301

Donna Jeffries	PO Contact	(800) 388-8202	customerservice@coedistributing.com
Joe Mathieu	National Sales	(747) 200-7067	joe.mathieu@coedistributing.com

231104

Mandy Janesko	PO Contact	(747) 200-7067	customerservice@coedistributing.com
Joe Mathieu	National Sales	(747) 200-7067	joe.mathieu@coedistributing.com

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. 2023-135, the Department has reviewed the competitive bidding process used by The Interlocal Purchasing System (“TIPS”), 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 a Texas Region Education Service Center pursuant to the competitive bid laws in the State of Texas.

Based on the Department’s review, the competitive bid process used by TIPS 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 TIPS, 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 purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that TIPS, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, TIPS’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 the materials or equipment. See Section 39-2-2(l)(1), *Ala. Code* 1975, as amended by Act 2021-497.**

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 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 Sunbelt Fire Inc for 23 Leather Fire Boots and 10 Fire Helmets for MFRD.

Amount of Contract:

\$17,225.00

Funding Source

EMS expense

ATTACHMENTS:

1. 20240723 Sunbelt Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 June 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 Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for 23 sets of Leather Fire Boots and 10
Fire Helmets for MFRD.
EMS expense General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,225.00

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. HGAC 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>11355</u>	2024	(1510) FIRE ADMINISTRATION	23 PAIR LEATHER FIRE BOOTS AND 10 FIRE HELMETS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$17,225.00	(<u>198904</u>) <u>SUNBELT FIRE</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011355-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	198904				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER QUOTE Q-25147 AND HGAC EE08-19 BOOTS FIRE, LEATHER, PULL ON, BLACK. Additional Description Notes	23.00 EACH	585.00000	13455.00
--	---------------	-----------	----------

GL1201420
 Leather 14" Pull On Boot, PER QUOTE Q-25147
 (HGAC)
 Vendor Item
 Inventory Item/Loc 13931

1 6120.70.15.0000.0000.1510.0000.0000.44020.	13455.00
--	----------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011355-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
--	--	--------

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	198904				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
002 HELMET FIRE, MSAC-TRD71C2A122100 Stock 1044, Black, Defender, Blk Nomex Earlaps, Carved Brass Eagle PER QUOTE Q-25147 (HGAC) Vendor Item	10.00 EACH	377.00000	3770.00
1 6120.70.15.0000.0000.1510.0000.0000.44020.			3770.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 17225.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	17225.00	380823.09
EMERGENCY MEDICAL SVCS EXP		
OPERATING SUPPLIES		

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011355-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
--	--

Page 3

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk	Comment		
	Approved 07/19/24 DONALD ROSE	Auto approved by: 910520704		
	Approved 07/19/24 SANDRA LEWIS	Auto approved by: 910520704		
	Approved 07/19/24 STEVEN KRONINGER	Auto approved by: 910520704		
	Approved 07/19/24 SAMANTHA COOLEY			
	Approved 07/19/24 JOHN PAINE	Auto approved by: 910520704		
	Approved 07/19/24 MICHAEL SPAFFORD	Auto approved by: 910520704		

Authorized By: _____ Date: _____
 Signature



Looking for something specific?

Search

Product Information

Product Description

MSA 2024 US Suggested List Price Book (Effective January 1, 2024)

Manufacturer

MSA Safety Sales LLC

Contract

EEOB-19 Emergency Medical & Rescue Equipment

Discount

15

Keyword(s)

Self-Contained Breathing Apparatus, SCBA's

Product Code

EE19ACA

Contract Category

Emergency Equipment & Supplies

Price Unit

EA

About the Cooperative	Bid Notices	HGACBuy How2s	Products & Services	Resources
-----------------------	-------------	---------------	---------------------	-----------

Vendors Offering This Product

Air Care Inc.

Christopher Thomas
cthomas@aircareinc.biz
Phone: 804-642-9644
Fax: 804-642-6426

Allsource Enterprise LLC dba Safe Industries

Taylor Dowling
tdowling@safesindustries.com
Phone: 864-845-7175
Fax: 864-845-7176

Allsource Enterprise LLC dba Safe Industries

Meredith Martin
mmartin@safesindustries.com
Phone: 877-997-7233
Fax: 864-845-7176

Bauer Compressors, Inc.

Keith Hodak
keith.hodak@bauercomp.com
Phone: 925-449-7210
Fax: 925-449-7201

Casco Industries, Inc.

David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

Conrad Fire Equipment Inc.

Karl Schultz
kschultz@conradfire.com
Phone: 913-780-5521
Fax: 913-780-5251

Fire Protection Equipment Company, Inc.

Matt Costello
mcostello@fireprotection-via.com
Phone: 804-262-1594
Fax: 804-262-1023

FireLine, Inc.

Ryan McDonel
ryanmcdonell@firelineinc.com
Phone: 770-601-3389
Fax: 770-868-4455

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Jeremy Ware
jeremy.ware@macqueengroup.com
Phone: 262-917-9176
Fax: 651-645-6668

Newton's Fire & Safety Equipment, Inc.

Seth Newton
seth@newtonsfire.com
Phone: 800-672-2918
Fax: 336-578-1982

ROI Fire & Ballistics Equipment, Inc.

Jim Geer
jim@roifire.com
Phone: 720-328-8592
Fax: 303-648-5192

SeaWestern, Inc.

Steve Morris
info@seawestern.com
Phone: 425-821-5858
Fax:

Sentinel Emergency Solutions, LLC

Brian Franz
brianfranz@sentinelES.com
Phone: 800-851-1928 / 314-939-1999
Fax: 314-205-9499

Sunbelt Fire, Inc.

Kent Bradley
kbradley@sunbeltfire.com
Phone: 251-928-9917
Fax: 251-928-9933

Sure-Flo Inc.

Rodney Roberts
rodney@sureflo.net
Phone: 276-233-3131
Fax: 276-236-8090

Ten-8 Fire & Safety, LLC

Cindy Morgan
cmorgan@ten8fire.com
Phone: 321-438-9185
Fax: 941-756-2598

Weidner & Associates, Inc.

Jordan Hicks
jordan@weidnerfire.com
Phone: 801-565-9595
Fax: 801-565-9598

Air One Equipment, Inc.

Martin Svihra
msvihra@aone.net
Phone: 847-289-9000
Fax: 847-289-9001

Allsource Enterprise LLC dba Safe Industries

William Gray
wgray@safesindustries.com
Phone: 570-249-0324
Fax:

Allsource Enterprise LLC dba Safe Industries

Louis Al Willimon
al@safesindustries.com
Phone: (864) 845-7175
Fax:

Bauer Compressors, Inc.

Dan Koethch
dan.koethch@bauercomp.com
Phone: 925-449-7210
Fax: 925-449-7201

Conrad Fire Equipment Inc.

Karl Schultz
kschultz@conradfire.com
Phone: 913-645-8513
Fax:

Fire & Safety Equipment Co., Inc.

Rodney Larson
rlarson@fireandsafety.net
Phone: 434-993-2425
Fax: 434-993-2679

FireLine, Inc.

Billy McDonel
wmcdonell@firelineinc.com
Phone: 770-868-4448
Fax: 770-868-4455

L. N. Curtis & Sons

Nick Lloyd
NLloyd@LNCurtis.com
Phone: 877-453-3911
Fax: 602-453-3910

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-645-5726
Fax:

MSA Safety Sales LLC

Scott McGuire
scott.mcguire@msasafety.com
Phone: 734-742-8028
Fax: 734-741-1588

MSA Safety Sales LLC

John Ricciardi
john.ricciardi@MSASafety.com
Phone: 630-251-2990
Fax: 800-967-0398

Northeast Emergency Apparatus, LLC

Susan Lake
susan@northeastemergencyapparatus.com
Phone: 207-753-0080
Fax: 207-753-0090

SeaWestern, Inc.

Susan Doyle
info@seawestern.com
Phone: 425-821-5858
Fax: 425-823-0636

SeaWestern, Inc.

Steve Morris
steve@seawestern.com
Phone: 425-821-5858
Fax:

Sentinel Emergency Solutions, LLC

Chris Hurst
ChrisHurst@SentinelES.com
Phone: 636-464-5580
Fax: 636-464-5736

Sunbelt Fire, Inc.

Mike Sims
msims@sunbeltfire.com
Phone: 800-642-8484
Fax: 251-928-9933

Ten-8 Fire & Safety, LLC

Blake Ebben
beeban@ten8fire.com
Phone: 800-228-8368
Fax: 941-756-2598

Vogelpohl Fire Equipment

Kevin Klemm
klemm@vogelpohlfire.com
Phone: 859-282-1000
Fax: 859-282-1550

Witmer Public Safety Group

Jeff Tringo
jtringo@wpsginc.com
Phone: 610-857-8070
Fax: 888-335-9800

Contact HGACBuy

Veronica Johnson

veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services

View This Contract

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX 77222-2777

H-GAC Physical Address:
3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-0234

Fax: 713-993-4548

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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
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 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 H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* 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 purchases must comply with the requirements of *Uniform Guidance*.

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

*****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', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 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 Global Industries Inc for Hurtel Street training room furniture for MPRD Mowing Division

Amount of Contract:

\$48,654.36

Funding Source

General Fund.

ATTACHMENTS:

1. 20240725 Global Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 June 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 Global Industries Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Global Industries Inc for Hurtel Street training room
furniture for MPRD Mowing Division
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$48,654.36

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: TIPS cooperative purchasing agreement, price lower than/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>11257</u>	2024	(2012) PARKS MAINTENANCE	HURTEL STREET TRAINING ROOM FURNITURE FOR MPRD MOWING DIVISION (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON/PRICED BELOW STATE CONTRACT)	\$48,654.36	<u>(073476) GLOBAL INDUSTRIES INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00011257-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
GLOBAL INDUSTRIES INC
17 WEST STOW RD

MARLTON, NJ 08053

Tel#856-596-3390
Fax 856-552-1069

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
DEEANN.POPPLE@CITYOFMOBILE.ORG

Delivery Reference
DEEANN POPPLE

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/03/24	073476				PARKS MAINTENANCE
-----	-----	-----	-----	-----	-----

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

General Notes

PER TIPS CONTRACT #230301.			
INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN. - NANCY BRAMLETT			
001	FILE CABINET, METAL, PART	1.00	311.08000
	#9342P-3S1, 18"D X 42"W X 40.5"H,	EACH	311.08
	2 DOOR, 1 FIXED, 1 ADJ SHELF,		
	9300P SERIES, UNIVERSAL FILING;		
	PART #STD METAL FILE CASE &		
	STORAGE FRONT PAINT FINISHES		
	(GLOBAL STANDARD PAINT FINISHES);		
	PART # GLO GLOBAL STANDARD COLORS;		
	PART # BLK 1-BLACK; PART # WSTD		
	C-KEY RANDOM (STD); PART # STD		
	NON-GSA (COMMERCIAL FURNITURE		
	OFFERING); MFG GLB		

1	1000.40.20.2030.2012.2005.0000.0000.44020.	311.08
---	--	--------

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
Delivery Reference
DEEANN POPPLE

Deliver To
PUBLIC WORKS ADMIN.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
002	FILE CABINET, 4 DRAWER, METAL, PART # 9336P-4F1H, 18"D X 36"W X 54" H, 4 FIXED DRAWERS, 9300P SERIES, UNIVERSAL FILING; PART #: STD, METAL FILE CASE & STORAGE FRONT PAINT FINISHES (GLOBAL STANDARD PAINT FINISHES); PART #: GLO, GLOBAL STANDARD COLORS; PART # BLK 1-BLACK; PART # WSTD C-KEY RANDOM (STD); 4H COUNTERWEIGHT NOT REQUIRED; PART #: STD, NON-GSA (COMMERCIAL FURNITURE OFFERING); MFG: GLB	1.00 EACH	721.60000	721.60
1	1000.40.20.2030.2012.2005.0000.0000.44020.			721.60

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
--	---	--------

Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
003	CHAIR NESTING (FLIP) PART #: 1890, ROMA, POLYPROPYLENE BACK, MEDIUM BACK, FLIP SEATING NESTING CHAIR, ARMLESS, STD 4 LEGGED BASE, STD 2" DUAL WHEEL TRAINING ROOM CHAIRS, CARPET CASTERS, GLOBAL SEATING USA; PART #: 02, GRADE 02; PART #: RELS, RELEASE (GLOBAL); PART #: RL35, 1-THUNDER GREY; PART #: TBL, F-BLACK [TBL]; PART #: C9R, C-BLACK, 2.5" DUAL-WHEEL URETHANE CASTER; MFG: GLB	54.00 EACH	361.68000	19530.72
1	1000.40.20.2030.2012.2005.0000.0000.44020.			19530.72

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 4

Vendor
 GLOBAL INDUSTRIES INC
 17 WEST STOW RD

MARLTON, NJ 08053

Tel#856-596-3390
 Fax 856-552-1069

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 DEEANN.POPPLE@CITYOFMOBILE.ORG

Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
BEFORE 2:30 P.M. MOBILE, AL 36605			

004 LECTERN WITH STORAGE, PART #: Z2444LEC, 18-36"D X 24" X 44" H, LECTERN, FEATURES ANGLED STAND, STORAGE, 2 FIXED SHELVES, CASTERS, SHIPPED RTA, ZIRA; (STD) THERMALLY FUSED LAMINATE, HIGH PERFORMANCE (1" THICK); PART #: ZTOP, ZIRA TOP FINISHES; PART #: ASN, 1-ASIAN NIGHT; PART #: A3, F-1" TOP, STANDARD EDGE; PART #: ZBASE, ZIRA STORAGE BASE FINISHES; PART #: ASN, 2- ASIAN NIGHT; PART #: BK, M-BLACK; PART #: STD, NON-GSA (COMMERCIAL FURNITURE OFFERING), MFG: GLB	1.00 EACH	396.88000	396.88
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1 1000.40.20.2030.2012.2005.0000.0000.44020.	396.88
--	--------

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 5

Vendor
 GLOBAL INDUSTRIES INC
 17 WEST STOW RD

MARLTON, NJ 08053

Tel#856-596-3390
 Fax 856-552-1069

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 DEEANN.POPPLE@CITYOFMOBILE.ORG

Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

005 CASTERS (FOR ROLLING TABLE) PART #: OTGSL1CSTR, CASTERS, (QTY 1) FOR OTGSTL15 AND OTGSTL28, OTG ACCESSORIES; MFG: OTG	4.00	7.20000	28.80
	EACH		

1 1000.40.20.2030.2012.2005.0000.0000.44020.	28.80
--	-------

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

006 TABLE LEG (FOR ROLLING TABLE), PART #: OTGSTL28, 28"H, OTG METAL SQUARE TABLE LEG, OTG LAMINATE	4.00	37.80000	151.20
	EACH		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 6
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	SUPERIOR; PART #: OTG, HEIGHT ADJUSTABLE BASE FINISH; PART #: BLK, 1-BLACK; MFG: OTG			

1	1000.40.20.2030.2012.2005.0000.0000.44020.			151.20
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

007	TABLE FLIP TOP, PART #: IT1860RX, 18"D X 60"W X 29"H, RECTANGULAR TABLE W/FLIP TOP, EASY TOUCH LEVERS, OFFSET "Y" LEG ON 4 ADJUSTABLE LEVELING CASTERS, CHAMPAGNE LEG FINISH, BLACK CASTERS, WIRE MANAGEMENT CHANNEL INCLUDED, 2GETHER TABLES; (STD) THERMALLY FUSED LAMINATE, HIGH PERFORMANCE (1"THICK); PART # 2TOP,	27.00 EACH	886.16000	23926.32
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2GETHER LAMINATE TOP FINISHES; PART #: ASN, 1-ASIAN NIGHT; MFG: GLB 1000.40.20.2030.2012.2005.0000.0000.44020.			23926.32
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
008	MODESTY PANEL, PART #: IT60MP, 14. 25"H X 51"W X 2.75"D, ARTICULATING MODESTY FOR USE WITH FLIP TOP OR FIXED 2GETHER TABLES, CHAMPAGNE FINISH, 2GETHER TABLES; MFG: GLB	27.00 EACH	132.88000	3587.76
1	1000.40.20.2030.2012.2005.0000.0000.44020.			3587.76

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
009	DELIVERY AND ASSEMBLY NOT INCLUDED ON THIS CONTRACT- LABOR IS COMBINED WITH ANOTHER ORDER.	1.00 EACH	0.00000	0.00

1 1000.40.20.2030.2012.2005.0000.0000.44020. .00

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 9
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

Requisition Link

Requisition Total 48654.36

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.44020.		
	48654.36	
PARKS MAINTENANCE EXP		OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	07/02/24	KIM CARMODY	Auto approved by: 91055604
Approved	07/02/24	DANIEL OTTO	
Rejected	07/03/24	DANIEL OTTO	rejected per DeeAnn
Approved	07/03/24	KIM CARMODY	Auto approved by: 91055604
Approved	07/03/24	DANIEL OTTO	
Rejected	07/03/24	SANDRA LEWIS	as per our conversation
Approved	07/25/24	DONALD ROSE	Approved by: 9105fo1a
Approved	07/25/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	07/25/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	07/25/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	07/25/24	JOHN PAINE	Auto approved by: 910516727
Approved	07/25/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 10

Vendor
 GLOBAL INDUSTRIES INC
 17 WEST STOW RD

MARLTON, NJ 08053

Tel#856-596-3390
 Fax 856-552-1069

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 DEEANN.POPPLE@CITYOFMOBILE.ORG

Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			

The Interlocal Purchasing System

Purchasing Made Personal



Printed 25 July 2024

www.globalfurnituregroup.com



Global Furniture Group

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	17 West Stow Road	NAME Charlie Martin
CITY	Marlton	PHONE (866) 839-8477
STATE	NJ	FAX (866) 839-8472
ZIP	08053	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

Global Industries, Inc., a part of the Global Furniture Group ("Global"), is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty-markets furniture and related ergonomic accessories. Our vast product assortment and myriad options cover the needs of workplace, education, and healthcare facilities. The quality of our products is evidenced by our lifetime warranties.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230301	Furniture, Furnishings, and Services	05/31/2028	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230301

Katie Higgins	Contracts Supervisor	(856) 552-3784	khiggins@globalfurnituregroup.com
Randi Tirado	Contracts Specialist	(856) 596-3390	rtirado@globalfurnituregroup.com

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. 2023-135, the Department has reviewed the competitive bidding process used by The Interlocal Purchasing System (“TIPS”), 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 a Texas Region Education Service Center pursuant to the competitive bid laws in the State of Texas.

Based on the Department’s review, the competitive bid process used by TIPS 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 TIPS, 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 purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that TIPS, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, TIPS’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 the materials or equipment. See Section 39-2-2(l)(1), *Ala. Code* 1975, as amended by Act 2021-497.**

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 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 Marineone Corp dba Rescueone Connector for one 16ft rescue boat w/40HP outboard, one 14ft inflatable boat w/30HP outboard, and one double-stack boat trailer for MFRD.

Amount of Contract:

\$56,946.25

Funding Source

General fund.

ATTACHMENTS:

1. 20240724 Marineone Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 June 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 Marineone Corp dba Rescueone Connector

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Marineone Corp dba Rescueone Connector for one 16ft rescue boat w/40HP outboard, one 14ft inflatable boat w/30HP outboard, and one double-stack boat trailer for MFRD. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$56,946.25

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: NPP-Gov 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>11361</u>	2024	(1510) FIRE ADMINISTRATION	ONE R ONE 1660 RESCUE BOAT W/40HP MOTOR, ONE R ONE 14FT INFLATABLE BOAT W/30 HP MOTOR, AND ONE DOUBLE-STACK TRAILER FOR MFRD (NPP COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$56,946.25	(298481) <u>MARINEONE</u> <u>CORP DBA</u> <u>RESCUEONE</u> <u>CONNECTOR</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 1
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
SOUTHSIDE, AL 35907	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2565040716	
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/03/24	298481
	FIRE ADMINISTRATION
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
001	TRAILER BOAT, AS FOLLOWS:	1.00	12648.00000	12648.00
		EACH		

Additional Description Notes

2000 Double Stack Trailer: Double Stack Transport Trailer for (2) Rescue Boats with dual axles, surge brakes on both axles, warn® VR EVO-10,000lb electric winch to raise/lower upper rack powered by an Interstate HD battery, 2 full size spare tires and mounts, LED running lights, lifetime low maintenance poly-runners, winch, & heavy duty jack stand (NPPgov)

Vendor Item

Inventory Item/Loc 14032

1	1000.30.15.1510.1522.1510.0000.0000.44020.	12648.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

002	TRAILER BOAT, AS FOLLOWS:	1.00	2428.00000	2428.00
		EACH		

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 2
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/03/24	298481
	FIRE ADMINISTRATION
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			

DSTT - Galvanized Coating Galvanized coating on double-stack trailer
(NPPgov)
Vendor Item
Inventory Item/Loc 14032

1	1000.30.15.1510.1522.1510.0000.0000.44020.			2428.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

003	TRAILER BOAT, AS FOLLOWS:	1.00	71.00000	71.00
		EACH		

Additional Description Notes

DSTT - 7-pin Connector Round 7-Pin Connector for DSTT
(NPPgov)
Vendor Item
Inventory Item/Loc 14032

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 3
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/03/24	298481
	FIRE ADMINISTRATION
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1510.1522.1510.0000.0000.44020.			71.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

004 TRAILER BOAT, AS FOLLOWS:	1.00	257.00000	257.00
	EACH		

Additional Description Notes

 DSTT - Ladder Ladder on Passenger Side to Access Upper Platform of DSTT
 (mounted using a stand-off bracket to accommodate a Hinged Motor Mount as
 well
 (NPPgov)
 Vendor Item
 Inventory Item/Loc 14032

1 1000.30.15.1510.1522.1510.0000.0000.44020.	257.00
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=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 4
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Vendor Date Ship Terms Department
Ordered Number Required Via

07/03/24 298481 FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

005 TRAILER BOAT, AS FOLLOWS:	1.00	347.00000	347.00
	EACH		

Additional Description Notes

 DSTT - Motor Mount - Hinged Swinging Spare Motor Mount on Driver Side,
 hinges outward for easier & safer loading/unloading of spare motors
 (NPPgov)
 Vendor Item
 Inventory Item/Loc 14032

1 1000.30.15.1510.1522.1510.0000.0000.44020.	347.00
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Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 5
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
006	TRAILER BOAT, AS FOLLOWS:	1.00	819.00000	819.00
		EACH		
	Additional Description Notes			

	DSTT - Telescoping Ramps Telescoping Ramps to allow launching inflatable			
	boat from upper platform without launching the bottom boat or lowering the			
	upper platform			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 14032			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			819.00

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Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 6
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
007	TRAILER BOAT, AS FOLLOWS:	1.00	1110.00000	1110.00
		EACH		
	Additional Description Notes			

	DSTT - 6.3cf Toolbox 6.3cf Tool/Storage Box mounted at tongue area of a			
	Double-Stack Transport Trailer			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 14032			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			1110.00

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Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 7
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
Ship To			
FIRE CENTRAL SUPPLY			
2851 OLD SHELL ROAD			
MOBILE, AL 36607			
Delivery Reference			
VICTORIA RICHARDSON			
Deliver To			
FIRE CENTRAL SUPPLY			
2851 OLD SHELL ROAD			
MOBILE, AL 36607			
008 TRAILER BOAT, AS FOLLOWS:	1.00	209.00000	209.00
	EACH		
Additional Description Notes			

DSTT - Trickle Charger Trickle Charger with inlet installed on Double Stack			
Trailer to Maintain Battery Power Level			
(NPPgov)			
Vendor Item			
Inventory Item/Loc 14032			
1 1000.30.15.1510.1522.1510.0000.0000.44020.			209.00

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Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 8
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
009	BOAT UNDER 21 FT. AS FOLLOWS:	1.00	13427.00000	13427.00
		EACH		
	Additional Description Notes			

	R ONE Series® 1660 Connecting			
	Boat R ONE Series® 1660 Rescue Boat with Navigation Lights, Bilge Pump,			
	"TUFFLOOR" Liner, 2 SeaTool Boxes, and 4 FLOATropes, boat has a 12-volt			
	outlet on the side of the boat			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 1040			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			13427.00

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Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 9
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
010	BOAT UNDER 21 FT. AS FOLLOWS:	1.00	3012.00000	3012.00
		EACH		
	Additional Description Notes			

	Command Console			
	Command Console with Mounted Seat, Steering, and Engine Controls			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 1040			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			3012.00

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Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 10
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/03/24	298481				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
011	BOAT UNDER 21 FT. AS FOLLOWS:	1.00	2652.00000	2652.00
		EACH		
	Additional Description Notes			

	Dive/Rescue Platform Anodized Aluminum Dive/Rescue Platform -			
	Removeable/Stowable, 350lb Capacity			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 1040			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			2652.00

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Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 11
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
012	BOAT UNDER 21 FT. AS FOLLOWS:	1.00	954.00000	954.00
		EACH		
	Additional Description Notes			

	Light Bar Mount - Hinged Aluminum Light Bar Mount, 20lb capacity - Hinged			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 1040			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			954.00

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Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 12
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
013	BOATS, MOTOR: Mercury® 40hp 4	1.00	7258.00000	7258.00
	Stroke ELPT Mercury® 40HP 4 Stroke	EACH		
	EFI, Electric Start, 20" Long			
	Shaft, Power Tilt/Trim, Prop motor			
	with 6-gal fuel tank (NPPgov)			
	Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			7258.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011361-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: Status: Released
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Page 13

Vendor MARINEONE CORP. DBA RESCUEONE CONNECTOR 4500 ALABAMA HIGHWAY 77 SOUTHIDE, AL 35907 Tel#2565040716	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	298481				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

014 BOAT UNDER 21 FT. AS FOLLOWS:	1.00	3851.00000	3851.00
	EACH		

Additional Description Notes

R ONE iSeries® OB-430-R Inflatable 14'2" HD Inflatable Boat with welded seams, includes high-flow scupper drains, removable seats, storage bags, bow bag, repair kit, 2 paddles, and foot pump (NPPgov)
 Vendor Item
 Inventory Item/Loc 1040

1 1000.30.15.1510.1522.1510.0000.0000.44020.	3851.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

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Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 14
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
SOUTHSIDE, AL 35907	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2565040716	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
015	BOATS, MOTOR: Mercury 30hp MLH	1.00	5565.00000	5565.00
	Mercury 30hp 4-Stroke, Manual	EACH		
	Start, Long Shaft, Tiller Steer			
	Prop motor includes 6-gal fuel tan			
	(NPPgov)			
	Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			5565.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

016	SCBA Quick Fill Kit SCBA Quick	1.00	300.00000	300.00
	Fill Kit for Inflatable Rescue	EACH		
	Boat (NPPgov)			
	Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			300.00

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Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 15
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
017	Custom Lettering- Inflatable	1.00	532.00000	532.00
	Custom reflective lettering made	EACH		
	of the same fabric of the			
	inflatable boat, includes glue and			
	installation (NPPgov)			
	Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			532.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 16
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
SOUTHSIDE, AL 35907	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2565040716	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			

018	IRIG Complete installation, rigging, and pressure testing of inflatable boat (NPPgov)	1.00	450.00000	450.00
	Vendor Item	EACH		

1	1000.30.15.1510.1522.1510.0000.0000.44020.			450.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

019	FREIGHT	325.00	3.25000	1056.25
		EACH		

Additional Description Notes

Shipping Freight charges from Athens, AL to Mobile, AL

Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 17

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
SOUTHSIDE, AL 35907	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2565040716	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	298481				FIRE ADMINISTRATION

LN	Description / Account (NPPgov)	Qty	Unit Price	Net Price
	Vendor Item			
	Inventory Item/Loc 14009			

1	1000.30.15.1510.1522.1510.0000.0000.44020.			1056.25
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

[Requisition Link](#)

Requisition Total	56946.25
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.		
	56946.25	1655469.04
FIRE SUPPRESSION DIV EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Queued	07/03/24	DONALD ROSE	Auto approved by: 910520704
Queued	07/03/24	SANDRA LEWIS	Auto approved by: 910520704

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 18
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/03/24	298481				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Queued	07/03/24 STEVEN KRONINGER	Auto approved by:	910520704	
Queued	07/03/24 SAMANTHA COOLEY	Auto approved by:	910520704	
Queued	07/03/24 JOHN PAINE	Auto approved by:	910520704	
Queued	07/03/24 MICHAEL SPAFFORD	Auto approved by:	910520704	

Authorized By: _____ Date: _____

Signature

ONE Boat



Publicly Solicited Contract

START DATE:
July 28th, 2020POTENTIAL END DATE:
July 28th, 2026CONTRACT NUMBER:
PS20235LEAD PUBLIC AGENCY:
League of Oregon Cities

ONE Boat is an industry leader providing high-quality aluminum & inflatable rescue boats. Our boats are suited for a variety of applications including rapid response, surface rescue, flood response, dive rescue, recovery, swiftwater rescue, fire suppression, K-9 search & rescue and more. Options include Dive/Rescue Platform, Center Console, Light Bar Mount, removable Fire Pump System, numerous lighting options & more. Our 2000 Double Stack Transport Trailer is utilized by USAR teams nationwide. With optional Motor Mounts, Davit System, Toolboxes, Ladder & more. Inflatables constructed with welded seams. All boats made to order & fully customizable.

Products on Contract

- R ONE Series® 1660 Connectable Rescue Boat
- R ONE Series® 2000 Double Stack Transport Trailer
- R ONE Series® 2200 Battleship™
- R ONE Series® 380, 430 & 470 Inflatable Rescue Boats

Instructions to Access This Contract

Please [Log in](#) to view complete list of contract documents and instructions.

[Log In](#)

Contract Documents

For Best Viewing Results Download Contract Docs

Click [Here](#) for Viewing Instructions

Synopsis, MPA, RFP, and IGA available to logged in members.

Contact NPPGov

NPPGov Customer Service

customerservice@nppgov.com
Phone: 329.8847

Testimonial

“ The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases. ”

Public Employee from Lyon County, Nevada



ONE Boat Overview

ONE Boat is an industry leader providing high-quality aluminum & inflatable rescue boats. Our boats are suited for a variety of applications including rapid response, surface rescue, flood response, dive rescue, recovery, swiftwater rescue, fire suppression, K-9 search & rescue and more. Options include Dive/Rescue Platform, Center Console, Light Bar Mount, removable Fire Pump System, numerous lighting options & more. Our 2000 Double Stack Transport Trailer is utilized by USAR teams nationwide. With optional Motor Mounts, Davit System, Toolboxes, Ladder & more. Inflatables constructed with welded seams. All boats made to order & fully customizable.

Additional Company Information

[ONE Boat Website](#)

[R ONE Series® 2200 Battleship](#)

[R ONE Series® 1660 Specifications](#)

[Double Stack Transport Trailer](#)

ONE Boat Contact Info

sales@theoneboat.com
800.737.2831

ONE Boat Mailing Address

13481 US Hwy 31
Athens, AL 35611

ADDRESS

17930 International
Blvd.
Suite 900
SeaTac, WA 98188

CONTACT

Phone: 877.329.8847
customerservice@nppgov.com

SOCIAL



[Terms and Conditions](#) | [Privacy Policy](#)
Copyright National Purchasing Partners © 2024

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. 2023-135, the Department has reviewed the competitive bidding process used by NPPGov, 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 various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by NPPGov 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 NPPGov, 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 purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that NPPGov, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, NPPGov'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 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 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 Canon Solutions America for Image digitization services for MPD microfiche records.

General fund.

Amount of Contract:

\$80,647.53

Funding Source

General fund.

ATTACHMENTS:

1. 20240725 Canon Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 June 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 Canon Solutions America Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Canon Solutions America for Image digitization services for
MPD microfiche records.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$80,647.53

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: Omnia 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>11528</u>	2024	(1530) POLICE ADMIN SERVICES	IMAGE DIGITIZATION SERVICES FOR MPD MIRCOFICHE RECORDS (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$80,647.53	<u>(284041) CANON SOLUTIONS AMERICA INC</u>

Adopted:

City Clerk

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011528-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1
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Vendor CANON SOLUTIONS AMERICA INC ONE CANON PARK MELVILLE MW, NY 11747	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
07/02/24	284041				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

PER OMNIA PARTNERS UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755.			
001 DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE FOR THE MOBILE POLICE RECORDS DEPARTMENT. PER IMAGE CHARGE FOR IMAGES ITEM CODE: 4234V817	500000.00 EACH	0.01350	6750.00
1 1000.30.15.1530.1542.1530.0000.0000.44020.			6750.00
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002 DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE PER IMAGE CHARGE FOR IMAGES ITEM CODE:4234V817	500000.00 EACH	0.01350	6750.00
1 1000.30.15.1530.1542.1530.0000.0000.44020.			6750.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011528-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 2

Vendor
 CANON SOLUTIONS AMERICA INC
 ONE CANON PARK MELVILLE

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MW, NY 11747

MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	284041				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 DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE PER IMAGE CHARGE FOR IMAGES ITEM CODE:4234V817	500000.00 EACH	0.01350	6750.00
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1 1000.30.15.1530.1542.1530.0000.0000.44020.	6750.00
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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 DIGITIZATION SERVICES DIGITIZING	500000.00	0.01350	6750.00
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Bill To	Requisition 00011528-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
CANON SOLUTIONS AMERICA INC
ONE CANON PARK MELVILLE

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MW, NY 11747

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

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Date Ordered	Vendor Number
07/02/24	284041
Date Required	Ship Via
Terms	Department
	POLICE ADMIN SERVICES
-----	-----

LN	Description / Account	Qty EACH	Unit Price	Net Price
	MICROFILM FROM MICRO FICHE MACHINE			
	PER IMAGE CHARGE FOR IMAGES ITEM			
	CODE:4234V817			

1	1000.30.15.1530.1542.1530.0000.0000.44020.			6750.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

005	DIGITIZATION SERVICES DIGITIZING	500000.00	0.01350	6750.00
	MICROFILM FROM MICRO FICHE MACHINE	EACH		
	PER IMAGE CHARGE FOR IMAGES ITEM			
	CODE:4234V817			

1	1000.30.15.1530.1542.1530.0000.0000.44020.			6750.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011528-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4
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===== Vendor CANON SOLUTIONS AMERICA INC ONE CANON PARK MELVILLE MW, NY 11747	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
07/02/24	284041				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			
006	DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE PER IMAGE CHARGE FOR IMAGES ITEM CODE:4234V817	500000.00 EACH	0.01350	6750.00
1	1000.30.15.1530.1542.1530.0000.0000.44020.			6750.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
007	DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE PER IMAGE CHARGE FOR IMAGES ITEM CODE:4234V817	500000.00 EACH	0.01350	6750.00
1	1000.30.15.1530.1542.1530.0000.0000.44020.			6750.00

=====	=====
Bill To	Requisition 00011528-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 5
=====	=====

Vendor
CANON SOLUTIONS AMERICA INC
ONE CANON PARK MELVILLE

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MW, NY 11747

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

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Date Ordered	Vendor Number
07/02/24	284041
Date Required	Ship Via
Terms	Department
	POLICE ADMIN SERVICES
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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

008 DIGITIZATION SERVICES DIGITIZING	500000.00	0.01350	6750.00
MICROFILM FROM MICRO FICHE MACHINE	EACH		
PER IMAGE CHARGE FOR IMAGES ITEM			
CODE:4234V817			

1 1000.30.15.1530.1542.1530.0000.0000.44020.	6750.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

009 DIGITIZATION SERVICES DIGITIZING	500000.00	0.01350	6750.00
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===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011528-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 6
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===== Vendor CANON SOLUTIONS AMERICA INC ONE CANON PARK MELVILLE MW, NY 11747	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
07/02/24	284041				POLICE ADMIN SERVICES

LN Description / Account	Qty EACH	Unit Price	Net Price
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1 1000.30.15.1530.1542.1530.0000.0000.44020.	6750.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

010 DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE PER IMAGE CHARGE FOR IMAGES ITEM CODE:4234V817	500000.00 EACH	0.01350	6750.00
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1 1000.30.15.1530.1542.1530.0000.0000.44020.	6750.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011528-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 7
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===== Vendor CANON SOLUTIONS AMERICA INC ONE CANON PARK MELVILLE MW, NY 11747	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
07/02/24	284041				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			
011	DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE PER IMAGE CHARGE FOR IMAGES ITEM CODE:4234V817	455000.00 EACH	0.01350	6142.50
1	1000.30.15.1530.1542.1530.0000.0000.44020.			6142.50
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
012	DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE DOCUMENT CAPTURE - BLACK AND WHITE PER IMAGE ITEM CODE:4358V673	109100.00 EACH	0.05330	5815.03
1	1000.30.15.1530.1542.1530.0000.0000.44020.			5815.03

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011528-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
	Page 8

Vendor
CANON SOLUTIONS AMERICA INC
ONE CANON PARK MELVILLE

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MW, NY 11747

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	284041				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

013	DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE PER HOUR PROJECT MANAGEMENT SERVICE ITEM CODE:4105V314	5.00 HOUR	238.00000	1190.00
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1	1000.30.15.1530.1542.1530.0000.0000.44020.			1190.00
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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

80647.53

Canon

Multifunction Devices and Managed Print Services

Canon Solutions America, Inc., a Canon U.S.A. Company, provides industry-leading enterprise, production print and large format solutions supported by exceptional professional and technical services. With the combined technology offerings of Canon Business Solutions and Océ North America, the new Canon Solutions America helps companies of all sizes improve efficiency, be environmentally conscious and control costs through high volume, continuous feed, digital and traditional printing and document management solutions. Canon Solutions America serves education, government entities and nonprofit organizations through their partnership with OMNIA Partners.

Click Your Industry

Education | Government

Nonprofit

Request Information

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

Canon Solutions America holds competitively solicited and publicly awarded cooperative contracts, available to educational institutions and government entities nationwide through OMNIA Partners.

• Print Goods and Services

University of California, CA | 2020002755

VIEW CONTRACT
DOCUMENTATION

CONTACT US



Higher Education Solutions

Solutions for Faculty & Administration

"For a growing number of higher education institutions, budget constraints and security are constant challenges to achieving an ideal learning environment. Canon delivers solutions to help colleges and universities lower costs and improve efficiencies without sacrificing the quality of education."

Managing Faculty Printing & Student Printing Costs

Managing and reducing printing costs on campus can be a real



ADVANCED SOLUTIONS FOR Higher Education

challenge. Universal Login Manager (ULM) and uniFLOW are just two of the Canon solutions that can help influence responsible print behavior. Offering user authentication, usage tracking, and utilization reporting, these Canon solutions can promote cost-conscious printing practices.

Educational institutions need simple and efficient ways to manage student printing costs throughout the campus. With integrations to leading campus management systems, such as Blackboard and CBORD, uniFLOW enables printing costs to be deducted directly from student accounts, making it easy to independently manage a declining balance program.



Convenient and Secure Access from Virtually Anywhere

Educators spend a great deal of time preparing engaging and effective materials. To do this in less time, many instructors now use tablets and other mobile devices. Canon offers mobile solutions that make it easier to assemble custom materials while providing convenient ways to access and print these documents from distribution to colleagues, students and students' parents.

Google Drive™

Educators now use Google Drive™ continuously to access course documents and Canon has multiple ways to use the imageRUNNER ADVANCE system to interact with Google Drive. From the touch-screen of the MFP, faculty, staff and students can retrieve saved course materials directly from their Google Drive folder using uniFLOW. In addition, uniFLOW allows users, through their Google accounts, to store their documents in the cloud on Google's servers and print to Web-connected printers from any Web-enabled device, from phones to tablets to Chromebooks to PCs.

Canon Mobile Print

Instructors that need to print hard-copy versions of their course documents in a hurry can print them through a suite of Canon mobile printing solutions. With peer-to-peer, and cloud-based mobile print and scanning solutions, such as Canon Direct Print and Scan from Mobile, the Canon Mobile Print app and EFI™ PrintMe®, instructors can send course materials from their smartphones or tablets in minutes and retrieve hard-copy versions of the document from the device output tray.

uniFLOW Mobile Printing

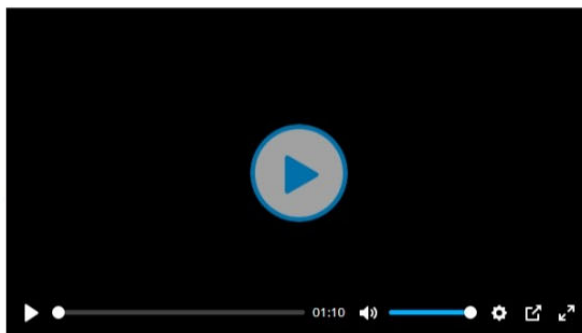
With concerns regarding unauthorized access or distribution of confidential student information, educators also need the ability to print sensitive information directly from their mobile devices with confidence. With uniFLOW Mobile Printing – a server-based mobile print and scan application that runs on tablets and smartphones - documents are printed securely and actions are easily tracked for overall reporting.

State and Local Solutions

For over 35 years, Canon U.S.A. has been serving U.S. State and Local Governments, providing a full portfolio of imaging solutions, including hardware, software and service, to help your office operate with outstanding efficiency, reliability and security.

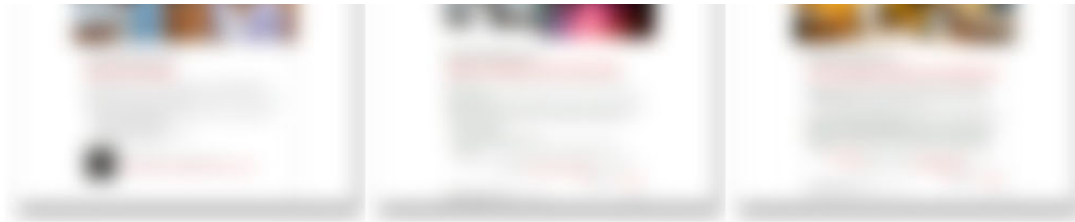
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"At the heart of Canon's commitment to the world community is the belief that we are building a better world for future generations."

Yoroku Adachi, President and CEO, Canon U.S.A., Inc.

In the spirit of our corporate philosophy, all people, regardless of race, religion or culture, harmoniously living and working together into the future Canon takes an approach to business that is socially responsible and economically logical. We work to harmonize environmental commitment and economic interests in all our business activities. We believe this balance is essential to sustain prosperity for future generations.

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1-844-443-INFO

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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. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 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.

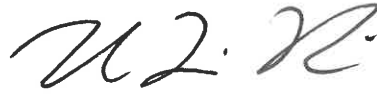
Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such 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 purchases must comply with the requirements of *Uniform Guidance*.

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

*****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 "RLR", with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to Pioneer Pool Products Inc for chemicals for MPRD swimming pools and some splash pads. For 6 mos, renewable for additional periods for total NTE 3 years.

Amount of Contract:

NA; as needed at item-based unit pricing.

Funding Source

General fund.

ATTACHMENTS:

1. 20240725 Pool Agenda Package Bids

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 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 for Approval for Swimming Pool Chemicals

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to Pioneer Pool Products Inc for chemicals for MPRD swimming pools and some splash pads. For 6 mos, renewable for additional periods for total NTE 3 years. 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: Upon approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 5890

How many bidders received bid packages (if applicable): 9 + 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 accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5890</u>	Swimming Pool Chemicals	9	See bid tab	For six months, then renewable for agreed upon additional-periods, for up to a total of 3 years.	<u>(289966) Pioneer Pool Products Inc</u>

Adopted:

City Clerk

BID TABULATION FOR BID #5890

SWIMMING POOL CHEMICALS

VENDORS		PIONEER POOL PRODUCTS INC	ALABAMA POOL WORKS	LESLIES POOLMART, INC	LADD SUPPLY	CHEMRITE, INC
Line	Items					
1	Light Soda Ash 50lb bag					
Brand	Industrial chemicals	\$ 36.92	\$ 31.92	\$ 36.18	\$ 14.15	NB
12108					5lb pail	
2	Calcium Hypochlorite 100lb Drum					
Brand	Refresh 68%	\$ 242.56	\$ 248.00	\$ 329.00	\$ 399.00	\$ 212.00
12109						
3	Sodium bicarbonate 50 lb bag					
Brand	Church and Dwight/Suncoast	\$ 25.67	\$ 32.84	\$ 38.18	\$ 45.55	NB
12114					25lb pail	
4	Chlorine Tablets 3" Slow Dissolving 50lb pail					
Brand	Regal	\$ 199.28	\$ 188.50	\$ 237.99	\$ 195.00	NB
13904					35 lb pail	
5	Algaecide 3 month 8191637 per gallon					
Brand	Natural Chemistry	\$ 63.74	\$ 61.50	\$ 86.99	\$ 18.90	NB
17114					per quart	
6	Clarifier, Water, Pool and Spa per gallon					
Brand	Regal	\$ 52.35	\$ 46.99	\$ 46.89	\$ 15.00	NB
17113					per quart	
7	Stabilizer 50 lb pail					
Brand	Regal	\$ 80.00	\$ 93.75	\$ 217.49	\$ 230.00	NB
				quoted 100 lb drum	25 lb pail	
8	Muriatic Acid per gallon					
Brand	Biolab	\$ 7.08	\$ 7.49	\$ 9.10	\$ 5.85	NB
	4 gallons to case					
9	Liquid Chlorine per gallon					
Brand	Champion	\$ 8.34	\$ 6.59	\$ 7.73	\$ 5.90	NB
	4 gallons to case					
	TOTAL	\$ 715.94	\$ 717.58	\$ 1,009.55	\$ 929.35	
				Quote does not meet unit of measure specifications for storage and handling purposes	Quote does not meet unit of measure specifications for storage and handling purposes	Vendor disqualified this was all or none

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						
Appx 1-100 Gals	Algaecide, 3 month #8191637 Brand _____ Price per Gallon _____					
					17114	
Appx 1-100 Gals	Clarifier, Water, Pool and Spa #8191728 Brand _____ Price per Gallon _____					
					17113	
Appx 1-75 Pails	Stabilizer Brand _____ Price per 50 lb. Pail _____					
Appx 10-100 Pails	Muriatic Acid Brand _____ Price per 1 gallon jugs _____ How is this sold? (1 gallon, or 2- 1 gallon to a case, or 4- 1 gallon to a case) _____					
Appx 1-75 Pails	Liquid Chlorine Brand _____ Price per 1 gallon jugs _____ How is this sold? (1 gallon, or 2- 1 gallon to a case, or 4- 1 gallon to a case) _____					
THE ABOVE TO BE AWARDED ALL OR NONE						
The City reserves the right to request samples of chlorine tablets to test dissolve rate.						
Furnish Factory Literature & Specifications.						
The minimum quantities shown below will be the initial order for which the vendor is responsible to deliver to the City.						
			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 The initial order which is to be delivered by the successful vendor (s) to the Mechanical Department will consist of the following: 10 - sacks of Soda Ash, Light 50 lb sacks. 10 - drums of Calcium Hypochlorite, 100 lb drum. 30 - bags of Sodium Bicarbonate, 50 lb bags. 10 - pails of Chlorine Tablets, 3” size slow dissolving only; 50 lb/pail. 1 – Algaecide, 3 month #8191637 gallons or equal to 1 – Clarifier, Water, Pool and Spa #8191728 gallons or equal to 1 – Stabilizer, 50 lb/pail 10 - Cases of 4/ 1 gallon jug of Muriatic Acid 10 - Cases of 4/ 1 gallon jug of Liquid Chlorine Successful bidder shall be responsible for storing and making available for immediate purchase on an as needed basis. Successful bidder must have a local place of business where chemicals will be available for ‘Pick-Up’ during regular business hours Monday through Friday. ‘Pick-Up’ availability shall be local. All requested deliveries to be F.O.B. Mechanical Maintenance Dept., 48 N. Sage Ave., Mobile, Alabama 36607. Pricing to be firm for the six (6) month period from date of award. At the option of the City of Mobile and the successful vendor(s), the award may be extended. 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 competed order.

Page_____ of _____

Page 443 of 1266



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

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: City of Mobile, Alabama Cruise Terminal - Motorized Vehicle Gates

CAPITAL PROJECT #: G-SAFETY23 (20002000-48010)
)

CONTRACT AMOUNT: \$49,220.00 DATE OF
RECEIPT:

ARCHITECTURAL ENGINEERING PROJECT #: CT-050-
24

PROJECT DESCRIPTION: Install motors on existing vehicle crash gates.

VENDOR NAME: Sidney P. Barbour DBA: All State Fence

VENDOR
NUMBER: 299151

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM) _____

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special
rate _____

****Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

*****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant I Date: 07/01/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Install motors on existing vehicle crash gates.

Amount of Contract:

\$49,220.00

Funding Source

G-SAFETY23 SAFETY MEASURES AT MOBILE CRUISE TE (20002000-48010)

ATTACHMENTS:

1. Package CT-050-24_CT Motorized Gates with Conditions Attached

REVIEWERS:

Tiereney Leverette

Lana Gauthier

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: Sidney P. Barbour DBA: All State Fence

Project Name: City of Mobile, Alabama Cruise Terminal - Motorized Vehicle Gates

Project Number: CT-050-24

Amount: \$49,220.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: City of Mobile, Alabama Cruise Terminal - Motorized Vehicle Gates

CAPITAL PROJECT #: G-SAFETY23 (20002000-48010)

CONTRACT AMOUNT: \$49,220.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-050-24

PROJECT DESCRIPTION: Install motors on existing vehicle crash gates.

VENDOR NAME: Sidney P. Barbour DBA: All State Fence

VENDOR NUMBER: 299151

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% X or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 07/01/2024

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)



This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Contractor: Sidney P. Barbour
DBA: All State Fence
696 Russell Woods Dr
Lynchburg, Va. 24502

City Business License No.: 129364
Unique Identity Identifier (UEI) No: KRE4AJK8WNJ3
Secretary of State Registration No: Sole Proprietor

For the following Project: City of Mobile, Alabama Cruise Terminal - Motorized Vehicle Gates
201 South Water Street
Mobile, Alabama 36602

Project Number: CT-050-24

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Bids documents dated May 8, 2024 prepared by the City of Mobile's Architectural Engineering Department that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is and Forty Nine Thousand Two Hundred Twenty-Two 00/100 Dollars (\$49,220.00). There is no Contingency Allowance.

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services. The proposal shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete by Wednesday, September, 2024. The contractor shall submit to the city an Affidavit of Completion from a newspaper, final invoice and other documents by Wednesday November 6, 2024.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall be endorsed to name the City of Mobile as an additional insured*, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama and the United States of America.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

B. Comprehensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage. /\$1,000,000 Aggregate on a "Per Project" Basis.
 3. General Aggregate Limit shall apply on a "Per Project" Basis.
- C. Automobile Liability Insurance:
1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- D. Excess/Umbrella Liability Insurance
1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

- 3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

- 3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.
- 3.9 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.
- 3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.
- 3.13 METHOD of PAYMENT: Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.14 TERMINATION OF CONTRACT: The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director Of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

- 3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Sidney P. Barbour, Owner
DBA: All State Fence
696 Russell Woods
Dr Lynchburg, Va. 24502
301-915-4652

3.16 RETAINAGE

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.17 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. For Contracts over \$50,000, the Contractor shall publish four successive weeks. Within five working days after publication, the Contractor shall provide an original notarized proof of publication (Affidavit from the newspaper) to the Project Manager. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Sidney P. Barbour DBA: All State Fence 696 Russell Woods Dr Lynchburg, Va. 24502 has completed the contract for City of Mobile, Alabama Cruise Terminal – Motorized Vehicle Gates, CT-050-24, in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

- A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.
- B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a two (2) year Labor and Materials Warranty on company letterhead with Closeout Submittal.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request Bids documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement and the Request for Bids Documents, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Bid documents and attachments dated May 8, 2024, as prepared by the City of Mobile Architectural Engineering Department,
2. Addendum No 1, dated May 10, 2024, Addendum No 2, dated May 20, 2024,
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.0 Public Contracts with Entities in Certain Boycott Activities

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract: Sidney P. Barbour

CONTRACTOR: Sidney P. Barbour

DBA: All State Fence

Sidney P. Barbour
By Signature

SIDNEY P. BARBOUR - OWNER
Sidney P. Barbour, Owner

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

Contractor:

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Sidney P. Barbour as Owner of Sidney P. Barbour DBA: All State Fence and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 10th day of July, 20 24.

Bruce Wayne Miller
NOTARY PUBLIC

My Commission Expires: 7/31/2024

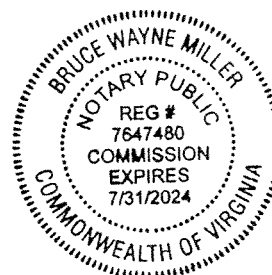


EXHIBIT A
SCOPE OF WORK

City of Mobile, Alabama Cruise Terminal
Motorized Vehicle Gates

201 South Water Street
Mobile, Alabama 36602

Project #CT-050-24

The work of this contract provides motorized operators for all three vehicle gates at the Cruise Terminal facility.

END OF SCOPE OF WORK



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith**" **Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	ALL STATE PERMITS
Address	686 RUSSELL WOODMAN - LYNNHURST VA 24502
Telephone	301-915-4652
E-Mail	ENTAIL@STATE.VIRGINIA.NET

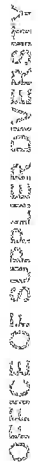
RFP/RFQ Solicitation Number	CT-050-24
Project Description	ANABAMA CRUISE TERMINAL IMPROVEMENTS
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	4

Subcontractor/Major Supplier Plan submitted by:

Printed Name: SIDNEY P. BARBER Date: MAY 24, 2024
Signature: Sidney P. Barber
Title: OWNER

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: SIDNEY P. BARBER Title: OWNER
Email: ENTAIL@STATE.VIRGINIA.NET Phone:



CITY OF MOBILE

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ALL STATE FENCE Phone 301-915-4652 Email CRISTIAN.SPAN@ALLSTATEFENCE.COM
Contact Person: SIMONE P. RAMOS

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

			12/14
		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.	
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.	
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.	

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____



Company ID Number: 1216726

Approved by:

Employer ALL STATE FENCE	
Name (Please Type or Print) SIDNEY P BARBOUR	Title
Signature Electronically Signed	Date 07/26/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/26/2017



Company ID Number: 1216726

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	ALL STATE FENCE
Company Facility Address	696 RUSSELL WOODS DR LYNCHBURG, VA 24502
Company Alternate Address	
County or Parish	CAMPBELL
Employer Identification Number	471057998
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2024

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 R&A INSURANCE, INC. 16918 York Road Monkton, MD 21111	CONTACT NAME:		
	PHONE (A/C, No, Ext): (410) 833-7666	FAX (A/C, No): (410) 833-3564	
	E-MAIL ADDRESS: certificates@rarisk.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Erie Insurance Company	26263	
INSURED All State Fence Sidney Barbour D/B/A 696 Russell Woods Drive Lynchburg, VA 24502	INSURER B : Erie Insurance Exchange	26271	
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	Q61-0278775	6/4/2024	6/4/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Contractual Liab						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	☒ AUTOMOBILE LIABILITY	X	X	Q06-2531162	6/25/2024	6/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR			Q30-2570525	6/25/2024	6/25/2025	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N		N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: City of Mobile, Alabama Cruise Terminal - Motorized Vehicle Gates

Project Number: CT-050-24

City of Mobile is included as additional insured on General Liability and Auto policies when required by written contract. Coverages are primary and non-contributory. Umbrella follows form. Waiver of Subrogation applies in favor of additional insured on General Liability and Auto policies when required by written contract. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile, AL 36633	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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ERIESECURE BUSINESS EXTRA LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Damage To Premises Rented To You - Fire Legal Liability

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added:

Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

2. The last paragraph of **Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** is deleted and replaced with the following:

Exclusions **2.c.** through **2.n.** do not apply to this coverage. A separate Limit of Insurance applies to this coverage as described in **Section III - Limits of Insurance**.

We do not cover liability assumed by the insured except in an "insured contract".

3. Under **Section V – Definitions**, Paragraph **9.a.** of "insured contract" is deleted and replaced by the following:

9.a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

B. Host Liquor Liability Coverage

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** the following is added to **Liquor Liability**:

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the furnishing or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, serving, or furnishing of alcoholic beverages.

C. Non-Owned Watercraft

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions - g. Aircraft, Auto or Watercraft**, Paragraph **2)a)** is deleted and replaced by the following:

This exclusion does not apply to a watercraft that you do not own that is less than 51 feet long.

D. Incidental Medical Malpractice

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added to Paragraph **1.**:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions**, the following is added:

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident;
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
 - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
 - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - 4) Health or therapeutic service, treatment, advice, or instruction.
- c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:
- 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
 - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
 - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - 4) Health or therapeutic service, treatment, advice, or instruction.

3. Under **Section V – Definitions**, the following is added:

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. Health or therapeutic service, treatment, advice, or instruction.

E. Volunteer Workers - Medical Payments

Under **Section I – Coverages - Coverage C - Medical Payments - Insuring Agreement**, the following is added to Paragraph 1.:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured operations.

F. Attorneys' Fees

Under **Section I – Coverages - Supplementary Payments - Coverages A and B**, the following is added:

All reasonable attorneys' fees up to \$250 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

G. Municipal Supervisors

The following is added to **Section II – Who Is An Insured**:

Supervisors, if you are a municipality.

H. Non-Owned and Hired Automobile Liability Insurance Coverage

1. Insuring Agreement - Non-Owned and Hired Automobile Liability Insurance Coverage

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by Non-Owned and Hired Automobile Liability Insurance Coverage.

For Non-Owned Automobile Liability Insurance Coverage, the accident must arise out of the use of any "non-owned auto" in your business by any person other than you. However, this insurance would apply for an accident arising out of the use of a customer's auto by you or your "employees" in the course of your business.

For Hired Automobile Liability Insurance Coverage, the accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and
 - 2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

2. Exclusions

The following exclusions are added for **Non-Owned and Hired Automobile Liability Insurance Coverage**:

a. Damage To Property

"Property damage" to:

- 1) Property owned or transported by you; or
- 2) Personal property in the care, custody, or control of the insured.

b. Handling of Property

"Bodily injury" or "property damage" that results from the handling of property:

- 1) Before it is moved from the place where it is accepted by the insured for loading into or onto a "non-owned auto" or "hired auto"; or
- 2) After it is unloaded from a "non-owned auto" or "hired auto" to the place it is finally delivered by the insured.

c. **Fellow Employee**

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

d. **Racing**

Any "auto" while being used in any prearranged or organized racing, speed, or demolition contest, stunting activity, or similar activities, or in practice for any such activities.

3. **Section II - Who Is An Insured**

For **Non-Owned and Hired Automobile Liability Insurance Coverage - Who Is An Insured** includes the following:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. With respect to a "non-owned auto", any partner, member of a limited liability company, or executive officer, but only while such "auto" is being used in your business; or
- d. Any other person or organization, but only with respect to liability because of acts or omissions of the insured under Paragraphs **a.**, **b.**, or **c.** above.

4. The following are not included under **Section II - Who Is An Insured**:

- a. Any person, member of a limited liability company, or executive officer with respect to an "auto" owned by such partner, member of a limited liability company, or executive officer or a member of their household;
- b. Any person engaged in the business of their employer, with respect to "bodily injury" to any fellow "employee" of such person injured in the cause of their employment;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto", the owner of a "non-

owned auto", or any agent or employer of such owner or lessee; or

- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company shown as a Named Insured in the Declarations.

5. For **Non-Owned and Hired Automobile Liability Insurance Coverage** the following is added under **Section IV - Commercial General Liability Conditions - 4. Other Insurance - b. Excess Insurance**:

This insurance is excess over any other automobile insurance available to you.

6. The following are added to **Section V - Definitions**:

"Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".

"Hired auto" means any auto you lease, hire, or borrow.

This does not include any "auto" you lease, hire, or borrow from any of your "employees", any members of a limited liability company, any partner, "executive officer", or members of their households.

"Non-owned auto" means any "auto" you do not own, lease, hire, or borrow which is used in connection with your business. This includes any "auto" owned by or registered in the name of:

- a. Your "employees" including members of their households;
- b. Partners, including members of their households, if you are a partnership; or
- c. Members of a limited liability company including members of their households;

but only while such "auto" is being used in connection with your business.

I. **Additional Insured – Managers or Owners of Buildings**

1. The following is added under **Section II - Who Is An Insured**:

The person or organization who owns, maintains, or uses that part of the premises leased to you, but only with respect to their liability arising out of the premises leased to you.

2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage - 2. Exclusions**:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant of the premises;
 - b. Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization who is the additional insured; or
 - c. "Bodily injury" to "employees" of the person or organization arising out of and in the course of construction.
3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

J. Additional Insured – Mortgagee, Assignee, or Receiver

1. The following is added under **Section II - Who Is An Insured**:

Any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as a mortgagee, assignee, or receiver arising out of the ownership, maintenance, or use of the premises by you.

2. The following is added under **Section I – Coverages, Coverage A - Bodily Injury And Property Damage – 2. Exclusions**:

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or

- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

K. Additional Insured – Lessor of Leased Equipment

1. The following is added under **Section II - Who Is An Insured**:

Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage", or "personal or advertising injury" caused, in whole or in part, by your maintenance, operation, or use of equipment leased to you by such person or organization. However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this coverage ends when their contract or agreement with you for such leased equipment ends.

2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions** as well as **Section I – Coverages - Coverage B – Personal and Advertising Injury – 2. Exclusions**:

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

L. Damage to Customers' Autos Coverage – Legal Liability

1. The following is added to Paragraph 1. under **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability - Insuring Agreement:**

Insuring Agreement – Damage to Customers' Autos Coverage – Legal Liability

We will pay those sums that the insured is legally obligated to pay as damages because of "property damage" to customers "autos" and "mobile equipment" parked or stored on the "premises" described in the "Declarations". This coverage includes "property damage" from any cause including collision and upset and includes glass breakage and contact with persons, animals, birds, missiles, falling objects, or elevators. Elevator means an auto servicing hoist or jack.

Coverage also applies while a customer's "auto" or "mobile equipment" is temporarily away from "premises" (in connection with the insured's business) or while any insured has control of such "auto" or "mobile equipment".

2. The following is added under **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions**, but only for **Damage to Customers' Autos Coverage – Legal Liability**:

a. Owned, Rented, or Demo Autos

This insurance does not apply to "property damage" to "autos" or "mobile equipment" owned, rented, or held for demonstration or sale by any insured under the policy.

b. Employee Dishonesty

This insurance does not apply to theft by you or your "employees", directors, trustees, authorized representatives, or any insured under this coverage.

c. Wear and Tear

This insurance does not apply to "property damage" to "autos" or "mobile equipment" caused by wear and tear, freezing, or mechanical or electrical breakdown or failure unless caused by another loss under these coverages.

d. Defective Parts or Faulty Work

This insurance does not apply to "property damage" to "your product" arising out of it or any part of it. This insurance also does not apply to "property damage" to "your work" arising out of it or any part of it.

e. Racing, Speed, or Demolition Contests

This insurance does not apply to "property damage" to an "auto" or piece of "mobile equipment" while operated or being prepared for any prearranged or organized racing, speed, or demolition contest, or stunting activity.

3. For **Damage to Customers' Autos Coverage – Legal Liability**, the following is added under **Section IV – Commercial General Liability Conditions**:

Deductible

We will only pay those damages in excess of \$200 for all damages sustained by any one person because of "property damage" to their "auto" or "mobile equipment" as a result of any one "occurrence". We may pay all or part of the \$200 deductible in order to settle any claim or "suit". If we do so, you must repay us the deductible amount we paid.

When only a windshield is damaged, the deductible does not apply if the windshield is repaired and not replaced.

Kentucky Only: Should only safety equipment be damaged, we will not apply the deductible. Safety equipment means the glass and plastic used in the windshield, doors, and windows; and the glass, plastic, or other material used in the lights.

4. For **Damage to Customers' Autos Coverage – Legal Liability**, the following definition is added to **Section V - Definitions**:

"Premises" means the place where you conduct your operations shown in the Declarations, including the ways immediately adjoining. It does not include any portion of such premises where any other person or organization conducts operations.

M. Waiver of Subrogation

Section IV – Commercial General Liability Conditions – Transfer of Right of Recovery Against Others to Us is deleted and replaced by the following:

We waive any right of recovery against the Additional Insured because of payments we make under this Coverage Form. Such waiver by us applies only to the extent that the insured has waived its right of recovery against the Additional Insured prior to loss.

The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce these rights.

N. Primary and Non-Contributory Insurance

Under **Section IV – Commercial General Liability Conditions - Other Insurance** the following is added to **Paragraph 4.:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The Additional Insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

O. Definitions

The following is added to the definition of "Products-completed operations hazard" under **Section V - Definitions**:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

CANCELLATION NOTICE TO DESIGNATED ENTITY

If we cancel this policy before the expiration date, other than at the request of the Named Insured or for nonpayment of premium, we will mail advance notice to the persons or organizations who are designated on the Declarations as subject to this endorsement. We will mail such notice at least 30 days (IL – 60 days) before the effective date of cancellation.

If we cancel due to nonpayment of premium, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 45 days after the effective date of cancellation.

If the Named Insured requests cancellation before the policy expiration date, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 30 days after the Named Insured's request to cancel.

Proof of mailing constitutes proof of notice.

In no event will coverage extend beyond the actual expiration, termination, or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

(VIRGINIA)

This enhancement endorsement modifies coverage provided in your Virginia Commercial Auto Policy (VACAP; Ed. 9/10) by amending language provided in forms CA0001 (Business Auto Coverage Form; Ed. 3/10), CA0116 (Virginia Changes – Business Auto Coverage Form; Ed. 10/15), and ADVA01 (Xtra Features Policy Change Endorsement; Ed. 3/16). It provides coverage enhancements to the following portions of your Commercial Auto Policy:

SECTION I – COVERED AUTOS

SECTION I – COVERED AUTOS is amended by the addition of the following Paragraph:

E. Hired Autos

Coverage for hired “autos” is provided for up to 45 days anywhere in the world, but coverage only applies to hired “autos” when the “auto” is hired, leased, rented or borrowed for use in your business without a driver. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

Physical Damage coverage up to \$100,000 actual cash value is provided on an excess basis for “autos” you hire, lease, rent or borrow if there is a covered “auto” we insure on the policy with physical damage coverage. A \$500 deductible applies per “loss”.

The following subparts are added to this section:

SECTION II – LIABILITY COVERAGE

Paragraph A.1. Who Is An Insured is amended with the addition of the following Paragraphs:

- d.** any employee of yours while using an “auto” you do not own, borrow or hire in your business or personal affairs.
- e.** any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest if there is no similar insurance available to that organization. Coverage is afforded until the 180th day after you acquire or form the organization or to the end of the policy period, whichever is earlier. Coverage does not apply to “bodily injury” or “property damage” resulting from an “accident” that occurred before you acquired or formed the organization.

No person or organization is an “insured” with respect to the conduct of any current or past partnership, joint venture or limited liability company that is shown as a Named “Insured” in the Declarations.

- f.** any person or organization with whom you agreed in a written contract, written agreement, or written permit to add as an additional “insured” on your policy is an additional “insured”. Such person or organization is an additional “insured” only with respect to your ownership, maintenance or use of an “auto” we insure. This coverage is primary and noncontributory with respect to the additional “insured”.

SECTION III – PHYSICAL DAMAGE COVERAGE

Paragraph A.4. Coverage Extensions is amended by the addition of the following:

h. Towing and Labor

We will pay reasonable towing and labor costs to any covered “auto” you own. Labor must be done at the sight of the disablement.

i. Replacement Cost Coverage

We will pay full replacement cost coverage for any covered “auto” or “trailer” you own that is involved in a total “loss” resulting from an “accident” or theft that occurs within 90 days of the purchase date. The covered “auto” or “trailer” must have been purchased new by you (never previously titled), owned by you, and scheduled on the policy Declarations.

j. Auto Loan/Lease Coverage

In the event of a total “loss” to a covered “auto” shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

- 1.** The amount paid under the Physical Damage Coverage section of the policy; and
- 2.** Any:
 - a.** Overdue lease/loan payments at the time of the “loss”; and
 - b.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

The covered “auto” must have been leased or purchased new, and not previously titled to another person or corporation.

You are responsible for any deductibles that may apply.

k. Loss of Use Expenses – Income Protection

We will pay up to \$200 per day for loss of income resulting from a Comprehensive or Collision “loss” to a “covered auto” if the “loss” is caused by an interruption of business use of that “auto”. The following provisions apply:

1. Coverage starts 48 hours after the date of the “loss” that causes the downtime. Downtime refers to the exact number of days the “covered auto” is down and cannot be used for business purposes;
2. Payment ends on the date the “auto” is returned to you in useable condition, or a replacement “auto” is made available to you. However, this coverage shall not exceed 30 days from the time payment begins;
3. You are required to make necessary replacement or repairs to resume operations as soon as possible;
4. Payment under this coverage will be excess over any payments made under the Comprehensive or Collision coverage section of the policy;
5. Coverage does not apply if a similar replacement vehicle is available that you could use to continue or resume business operations.

The following additional coverages are provided:

MEDICAL EVACUATION BENEFITS

If an emergency evacuation is required because of injury to you that results from an “accident” to a covered “auto”, and a physician determines that adequate medical care cannot be performed locally if such injuries are suffered outside of the United States, the following benefits and expenses will be provided:

1. medical services required for evacuation to the nearest adequate medical facility;
2. escort services if you are disabled as recommended by a physician;
3. ambulance service to the nearest airport, including air ambulance service upon departure;

4. special transportation costs to return you to the United States, including the cost of a stretcher, oxygen or other supplemental medical devices as deemed necessary by a physician; and
5. any expenses above the cost of a return airfare ticket held by you, or in the absence of a ticket the cost of an economy airfare ticket.

The maximum benefit payable under this coverage shall not exceed \$50,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

REPATRIATION BENEFIT

If you die from injuries suffered in a covered “accident”, we will pay for expenses incurred for the preparation and transportation of your body back to the United States. The maximum benefit payable under this coverage shall not exceed \$25,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

The following optional coverage applies only if a premium is shown for COMMERCIAL AUTO ENHANCEMENT COVERAGE W/TRANSPORTATION EXPENSES on your Declarations:

ADDITIONAL TRANSPORTATION EXPENSES

4. Coverage Extensions

Paragraph a. Transportation Expenses is deleted in the policy and policy change endorsement ADVA01 and replaced by the following:

- a. We will pay for temporary transportation expenses incurred by you resulting from a covered “loss” under Comprehensive coverage, Fire, Theft and Windstorm coverage, Specified Causes of Loss coverage, and Collision coverage. We will pay these expenses until:
 - a. the covered “auto” is returned to you in reasonable condition; or
 - b. we offer settlement;

whichever comes first. The payment for transportation expenses resulting from a Comprehensive “loss”, a Fire, Theft and Windstorm “loss”, or a Specified Causes of Loss “loss” will not exceed \$65 per day nor total more than \$2,925 per “loss” unless a higher limit is purchased. The payment for transportation expenses resulting from a Collision “loss” will not exceed \$65 per day nor total more than \$2,925 per “loss” unless a higher limit is purchased. No waiting period applies.

This coverage is in addition to any Transportation Expenses Coverage purchased under this policy.

SECTION IV – BUSINESS AUTO CONDITIONS

*Paragraph A.5. **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:*

We waive any right of recovery we may have against a person or organization identified as an Additional Insured because of payments we make for injury or damage arising out of the ownership, maintenance or use of an “auto” under a contract with that Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS CATASTROPHE LIABILITY EXTRA COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Incidental Medical Malpractice

1. The following is added to Paragraph 1., - **Insuring Agreement of Section I - Bodily Injury And Property Damage Liability**:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. The following is added to Paragraph 2.S. - **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident.
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
 - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with the service or treatment;
 - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
 - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - 4) Health or therapeutic service, treatment, advice, or instruction.
- c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:
 - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with the service or treatment;

- 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- 4) Health or therapeutic service, treatment, advice, or instruction.

3. The following is added to **Section V - Definitions**:

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

B. Products Redefined

The following is added to the definition of "products-completed operations hazard" of **Section V - Definitions**:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on the premises you own or rent.

C. Waiver of Subrogation

Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions is deleted and replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. We waive any right of recovery we may

have against an additional insured covered under this policy, but this waiver applies only with respect to payments we have made under Section I, Coverage A for "bodily injury" or "property damage" caused by an "occurrence" under this Coverage

D. Primary and Non-Contributory Insurance

When required by a written contract or agreement that the insurance provided to any person or organization which qualifies as an additional insured under this insurance is also to apply on a primary basis, or on a primary and noncontributory basis, then, only to the extent required by such written contract or agreement:

1. This insurance will apply before any other insurance that covers such person or organization for "bodily injury" and "property damage" as a named insured; and
2. We will not share with that other insurance.

However, this provision applies only if the "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place or is committed after you have signed the written contract or agreement.

E. Watercraft

Under **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability – 2. Exclusions – j. Aircraft or Watercraft, Paragraph 2)a)** is deleted and replaced by the following:

- a) Less than 51 feet long; and

F. Definitions

"Bodily injury" of **Section V – Definitions** is replaced by the following:

"Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury.

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- 1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "bodily injury" and "property damage" only if:
 - 1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - 2) The "bodily injury" or "property damage" occurs during the policy period; and
 - 3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - 1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - 2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - 3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- 1) That the insured would have in the absence of the contract or agreement; or
- 2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- 1) Causing or contributing to the intoxication of any person;
- 2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- 3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 1), 2) or 3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

- 1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- 2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

- 1) An "employee" of the insured arising out of and in the course of:
 - a) Employment by the insured; or
 - b) Performing duties related to the conduct of the insured's business; or
- 2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph 1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

- 1) A person arising out of any:
 - a) Refusal to employ that person;
 - b) Termination of that person's employment; or
 - c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- 2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **a), b), or c)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **a), b)** or **(c)** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Pollution

- 1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- 2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
 - a) Less than 50 feet long; and
 - b) Not being used to carry persons or property for a charge;
- 3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- 4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or
- 5) Aircraft that is:

- a) Chartered by, loaned to, or hired by you with a paid crew; and
- b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- 1) War, including undeclared or civil war;
- 2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- 3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Damage To Property

"Property damage" to:

- 1) Property:
 - a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- 2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3) Property loaned to you;
- 4) Personal property in the care, custody or control of the insured;
- 5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1)b), 3), 4), 5) and 6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs 3) and 4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph 6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

p. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- 1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- 2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- 1) "Your product";
- 2) "Your work"; or
- 3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

- 1) Legal, accounting or advertising services;

- 2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- 3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- 4) Engineering services, including related supervisory or inspection services;
- 5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- 6) Any health or therapeutic service treatment, advice or instruction;
- 7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- 8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- 9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- 10) Body piercing services;
- 11) Services in the practice of pharmacy;
- 12) Law enforcement or firefighting services; and
- 13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or failure to render any professional service.

t. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- 1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- 2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- 3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- 4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- 1) The amount we will pay for the "ultimate net loss" is limited as described in Section **III** – Limits Of Insurance; and

- 2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- a. "Personal and advertising injury":

- 1) **Knowing Violation Of Rights Of Another**

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

- 2) **Material Published With Knowledge Of Falsity**

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

- 3) **Material Published Prior To Policy Period**

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

- 4) **Criminal Acts**

Arising out of a criminal act committed by or at the direction of the insured.

- 5) **Contractual Liability**

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- a) Liability for damages that the insured would have in the absence of the contract or agreement.
- b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

- 6) **Breach Of Contract**

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

- 7) **Quality Or Performance Of Goods – Failure To Conform To Statements**

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

- 8) **Wrong Description Of Prices**

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

- 9) **Infringement Of Copyright, Patent, Trademark Or Trade Secret**

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

- 10) **Insureds In Media And Internet Type Businesses**

Committed by an insured whose business is:

- a) Advertising, broadcasting, publishing or telecasting;
- b) Designing or determining content of web sites for others; or
- c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- 11) **Electronic Chatrooms Or Bulletin Boards**

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

- 12) **Unauthorized Use Of Another's Name Or Product**

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

- 13) **Pollution**

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- 14) **Employment-related Practices**

To:

- a) A person arising out of any:
 - i) Refusal to employ that person;
 - ii) Termination of that person's employment; or
 - iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **i), ii)** or **iii)** above is directed.

This exclusion applies whether the injury- causing event described in Paragraph **(i), (ii)** or **iii)** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

15) **Professional Services**

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- a) Legal, accounting or advertising services;
- b) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d) Engineering services, including related supervisory or inspection services;
- e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f) Any health or therapeutic service treatment, advice or instruction;
- g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

- i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j) Body piercing services;
- k) Services in the practice of pharmacy;
- l) Law enforcement or firefighting services; and
- (m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

16) **War**

However caused, arising, directly or indirectly, out of:

- a) War, including undeclared or civil war;
- b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

17) **Recording And Distribution Of Material Or Information In Violation Of Law**

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:
 - a. All expenses we incur.
 - b. Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

- f. The indemnitee:

- 1) Agrees in writing to:

- a) Cooperate with us in the investigation, settlement or defense of the "suit";
- b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- c) Notify any other insurer whose coverage is available to the indemnitee; and
- d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- 2) Provides us with written authorization to:

- a) Obtain records and other information related to the "suit"; and
- b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":
 - a. If you are designated in the Declarations as:
 - 1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - 2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - 3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- 4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - 5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b. Each of the following is also an insured:
- 1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - a) "Bodily injury" or "personal and advertising injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or
 - iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph a)i) or ii) above.
 - b) "Property damage" to property:
 - i) Owned, occupied or used by;
 - ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - 2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - 3) Any person or organization having proper temporary custody of your property if you die, but only:
 - a) With respect to liability arising out of the maintenance or use of that property; and
 - b) Until your legal representative has been appointed.
 - 4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - 1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - 2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - 3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
- a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - 1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
 - 2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - 3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - 4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
 - 5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 - 6) "Employees" with respect to "bodily injury" to:

- a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a)** above.
- c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to Section **III** – Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage **A**, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage **B**.
3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph **2.** above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section **III** – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, notice should include:
 - 1) How, when and where the "occurrence" or offense took place;
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - 1) Immediately record the specifics of the claim or "suit" and the date received; and
 - 2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - 2) Authorize us to obtain records and other information;
 - 3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - 1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - 2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
- 4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
- 5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
- 6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
- 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

- f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

- g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs f. and g. do not include that part of any contract or agreement:

- 1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- 2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- 3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.
- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 11. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
 but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;

- c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1) Power cranes, shovels, loaders, diggers or drills; or
 - 2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
 However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - 1) Equipment designed primarily for:
 - a) Snow removal;
 - b) Road maintenance, but not construction or resurfacing; or
 - c) Street cleaning;
 - 2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - 3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
 However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Pollution cost or expense" means any loss, cost or expense arising out of any:
- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
17. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - 1) Products that are still in your physical possession; or
 - 2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - a) When all of the work called for in your contract has been completed.
 - b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
 Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - 1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by one insured; or

- 2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.
20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.

24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".

25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".

26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

27. "Your product":

a. Means:

- 1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a) You;
 - b) Others trading under your name; or
 - c) A person or organization whose business or assets you have acquired; and
- 2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- 1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- 2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

28. "Your work":

a. Means:

- 1) Work or operations performed by you or on your behalf; and
- 2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- 1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- 2) The providing of or failure to provide warnings or instructions.

Agreement

Alabama Law Enforcement Agency

Homeland Security Grant Program

Subgrant Award

The Alabama Law Enforcement Agency hereby awards to

City of Mobile (Subgrantee)

Project Title:	<i>Safety Measures at Mobile Cruise Terminal</i>	Award Amount:	\$120,114.00
Subgrant Number:	2023-3LOC-STS-62	Subgrantee Unique Entity Identifier Number:	QV8KPHH9J8A3
Subrecipient(s):		Fiscal Year:	2023
Is the Award Amount different from the Amount Requested?	Yes	No	☒
Effective Date:	Begin: 10/1/2023	End:	9/30/2024
Date Amended:		Amended End Date:	
Federal Award Number:			EMW-2023-SS-00068
CFDA Number:			97.067
Is there a Funding Hold required?	Yes ☒	No	Released

Funding Hold - Additional Information Required:

Until the hold is released, the recipient is prohibited from obligating or expending funds. To release this hold, additional information (listed below) is required.

EHP submission required.

Notice of Award:	☒	Award Date:	10/12/2023
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[Agreement Conditions](#)

☒ By checking this box, I acknowledge that I have read and understand the terms and conditions hyperlinked above. *

[Conditions Regarding Lobbying and Other Responsibility Matters](#)

☒ By checking this box, I acknowledge that I have read and understand the terms and conditions hyperlinked above. *

[Nationwide Cybersecurity Review](#) ***(Must be completed between Oct. 1 - Feb. 28)***

☒ By checking this box, I acknowledge that I am required to complete this survey in compliance with the FEMA requirement by uploading a screen shot of the completed survey below. *

[2023 NCSR Completion Certificate.pdf](#)

Signatures

Certification by Official Authorized to Sign

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and Local laws that apply; that all information presented is correct that there has been appropriate coordination with affected agencies; that i am dually authorized to perform the tasks of the Authorized Official to sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the sub grantee; and, that the receipt of these funds will not supplant state or local funds.

	Official Authorized:	<i>William Stimpson</i>	<i>Mayor</i>	<i>10/20/2023</i>
☒	State Homeland Security Advisor:	<i>James S. Moseley Jr.</i>	<i>Homeland Security Advisor</i>	<i>11/8/2023</i>

**Alabama Law Enforcement Agency
Homeland Security Grant Program
Subgrant Agreement Terms and Conditions**

Table of Contents

I.	Acceptance of Post Award Changes
II.	Acknowledgement of Federal Funding from DHS
III.	Activities Conducted Abroad
IV.	Age Discrimination Act of 1975
V.	Alabama Mutual Aid System (AMAS) Agreement
VI.	Allowable Costs
VII.	Americans with Disabilities Act of 1990 (ADA)
VIII.	Applicability of DHS Standard Terms and Conditions to Tribes
IX.	Applicable Federal Regulations & Guidance
X.	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
XI.	Audit Requirements
XII.	Best Practices for Collection and Use of Personally Identifiable Information
XIII.	Bidding Requirements
XIV.	Budget Worksheet
XV.	Civil Rights Act of 1964 – Title VI
XVI.	Civil Rights Act of 1968
XVII.	Closed-Captioning of Public Service Announcements
XVIII.	Compliance Agreement
XIX.	Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped)
XX.	Construction and Renovation
XXI.	Copyright
XXII.	Debarment and Suspension
XXIII.	Debarment Certification
XXIV.	De-obligation of Funds
XXV.	DHS Specific Acknowledgements and Assurances

- XXVI. Disposition of Equipment Acquired Under the Federal Award
- XXVII. Drug-Free Workplace Certification
- XXVIII. Duplication of Benefits
- XXIX. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
- XXX. Energy Policy and Conservation Act
- XXXI. Environmental Planning and Historic Preservation (EHP) Review
- XXXII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
- XXXIII. Exercises
- XXXIV. False Claims Act and Program Fraud Civil Remedies
- XXXV. Federal Debt Status
- XXXVI. Federal Leadership on Reducing Text Messaging While Driving
- XXXVII. Financial Responsibility
- XXXVIII. Fiscal Regulations
- XXXIX. Fly America Act of 1974
 - XL. Homeland Security Grant Program Performance Goal
 - XLI. Hotel and Motel Fire Safety Act of 1990
 - XLII. Individual Consultants
 - XLIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019
 - XLIV. Leasing of Space
 - XLV. Lobbying Prohibitions
 - XLVI. National Environmental Policy Act (NEPA)
 - XLVII. National Incident Management System (NIMS)
 - XLVIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations
 - XLIX. Non-Supplanting Agreement
 - L. Notice of Funding Opportunity Requirements
 - LI. Overtime and Backfill
 - LII. Patents and Intellectual Property Rights
 - LIII. Performance
 - LIV. Personnel and Travel Costs
 - LV. Political Activity

- LVI. Prior Approval for Modification of Approved Budget
- LVII. Procurement of Recovered Materials
- LVIII. Project Implementation
- LIX. Property Management Requirements
- LX. Recording and Documentation of Receipts and Expenditures
- LXI. Reporting of Matters Related to Recipient Integrity and Performance
- LXII. Reporting Requirement
- LXIII. Reporting Subawards and Executive Compensation
- LXIV. Required Use of American Iron, Steel, Manufactured Products, Construction Materials
- LXV. SAFECOM
- LXVI. Suspension or Termination of Funding
- LXVII. Terms of Grant Period
- LXVIII. Terrorist Financing
- LXIX. Trafficking Victims Protection Act of 2000 (TVPA)
- LXX. Universal Identifier and System of Award Management
- LXXI. USA Patriot Act of 2001
- LXXII. Use of DHS Seal, Logo, and Flags
- LXXIII. Utilization of Minority Businesses
- LXXIV. Utilization and Payment of Funds
- LXXV. Whistleblower Protection Act
- LXXVI. Written Approval of Changes

- I. Acceptance of Post Award Changes
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing.
- II. Acknowledgement of Federal Funding from DHS
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- III. Activities Conducted Abroad
Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- IV. Age Discrimination Act of 1975
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- V. Alabama Mutual Aid System (AMAS) Agreement
When funding is provided for AMAS related activities, the Subrecipient agrees to remain a party to the AMAS Agreement.
- VI. Allowable Costs
The allowance of costs incurred under any grant shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in the applicable C.F.R. referenced above. Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services.

VII. Americans with Disabilities Act of 1990 (ADA)

The Subrecipient must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified, as amended, at 42 U.S.C. §§ 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

VIII. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

IX. Applicable Federal Regulations & Guidance

The Subrecipient, as defined in 2 C.F.R. § 200.1, must comply with the Code of Federal Regulations (C.F.R.), as applicable: 2 C.F.R. Chapter I, and Chapter II, §§ 200, 215, 220, 225, and 230. The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; to request reimbursement only for expenditures made in accordance with the "Approved Budget Worksheet." Any modification to the Approved Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager, as designated by ALEA, prior to the execution of that modification.

X. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB

Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200 and 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

XI. Audit Requirements

The Subrecipient must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 C.F.R. § 200, Subpart F – Audit Requirements. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by the Alabama Law Enforcement Agency (ALEA) and/or any of its duly authorized representatives. If required, the audit report must specifically state that the report was done in compliance with 2 C.F.R. § 200, Subpart F – Audit Requirements. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Subrecipient has not expended the amount of federal funds that would require a compliance audit. The Subrecipient agrees to accept these requirements.

XII. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

XIII. Bidding Requirements

The Subrecipient must comply with proper competitive bidding procedures as required by 2 C.F.R. § 200, Subpart D, as applicable, applicable provisions of the Code of Alabama 1975, and applicable municipal ordinances, rules, or regulations. Failure to follow the Federal, State, and local required bidding procedures will result in purchases being ineligible for reimbursement with federal funds.

XIV. Budget Worksheet

The Subrecipient will submit a BW to ALEA via the online grants management system, AGATE. The Subrecipient must receive ALEA's written approval of the BW prior to obligating funds, making commitments, or purchasing any of the requested items. The Subrecipient's BW will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises) and a valid estimate of the actual quantities and costs for the items. The BW may only list items allowed in accordance with the FEMA/DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the FEMA AEL. Additionally, a revised BW must be submitted for any addition or deletion of items from the original. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BW is required to be submitted to ALEA for written approval.

XV. Civil Rights Act of 1964 – Title VI

All Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Recipients should take reasonable steps to provide meaningful access to persons with limited English proficiency

(LEP) to their programs and services. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

XVI. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- *i.e.*, the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

XVII. Closed-Captioning of Public Service Announcements

Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

XVIII. Compliance Agreement

The Subrecipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

XIX. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped)

All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in

any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all its subrecipients, contractors, subcontractors, assignees, or successors.

XX. Construction and Renovation

The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Subrecipient must provide ALEA, the SAA, appropriate documentation required by HSGP guidance (for submission to FEMA) prior to any draw down of funds. Subrecipient must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation (EHP) Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding.

XXI. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

XXII. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Exec. Orders Nos. 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

XXIII. Debarment Certification

With the signing of the cooperative agreement, the Subrecipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Subrecipient agrees to be registered and active without any exclusions within the federal database, the System for Award Management (SAM), as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.

XXIV. De-obligation of Funds

All expenditures of award funds must be completed, and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic de-obligation of the remaining award funds by ALEA.

XXV. DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- (a) Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
- (b) Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- (c) Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- (d) Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- (e) Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of

Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

XXVI. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

XXVII. Drug-Free Workplace Certification

This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-

wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106). The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.

XXVIII. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XXIX. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

XXX. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XXXI. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

XXXII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XXXIII. Exercises

All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State Threat Hazard Identification and Risk Assessment

(THIRA), and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After-Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

XXXIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XXXV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XXXVI. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order No. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XXXVII. Financial Responsibility

The financial responsibility of the Subrecipient must be such that the Subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

- (a) Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
- (b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- (c) The accounting system should provide accurate and current financial reporting information;
- (d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

XXXVIII. Fiscal Regulations

The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.

XXXIX. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XL. Homeland Security Grant Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The

capability gap reduction must be addressed in the Project Description of the BSIR for each project.

XLII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

XLIII. Individual Consultants

Billings/Invoices for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and the total cost of services performed. Individual consultant costs must be within the prevailing rates.

XLIV. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors are subject to prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for FY 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute—as it applies to DHS recipients, subrecipients, and their contractors and subcontractors—prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XLV. Leasing of Space

Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in the Approved Budget Worksheets. Specific provisions are provided below:

- (a) Equipment Storage: Rental or leasing of space for newly acquired, allowable equipment items is permitted. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

- (b) Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is permitted. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

XLV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XLVI. National Environmental Policy Act (NEPA)

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XLVII. National Incident Management System (NIMS)

The SAA meet the NIMS compliance requirements in order to receive Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive Homeland Security Grant Program funding.

- (a) The Subrecipient of Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and

agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

- (b) If any Subrecipient allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

XLVIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XLIX. Non-Supplanting Agreement

The Subrecipient understands and hereby certifies that federal funds made available under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate that a reduction in nonfederal resources occurred for reasons other than the receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purpose. Federal funds must supplement State and local funds, not supplant them.

L. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

LI. Overtime and Backfill

Subrecipient must read and comply with the funding restrictions provided in Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized with the exception of Operation Stonegarden, and all requests for overtime must be coordinated in advance and approved by ALEA.

LII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

LIII. Performance

ALEA may terminate funding or discontinue fund payments upon finding a substantial failure to comply with the laws or regulations governing these funds, including award conditions or other obligations established by ALEA. In the event the Subrecipient has received an award from ALEA but fails to perform the requirements described herein, the full amount of the award made shall be reimbursed to ALEA; however, if the requirements described herein are partially performed, then a proportional reimbursement shall be made to ALEA.

LIV. Personnel and Travel Costs

The Federal Emergency Management Agency (FEMA)/Department of Homeland Security (DHS) Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Subrecipient must comply with the provisions in this guide. This guide is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation and, at no time, may the travel and

lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA). Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

LV. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

LVI. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

LVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of

recovered materials practicable, consistent with maintaining a satisfactory level of competition.

LVIII. Project Implementation

If a project is not operational within 90 days of the original starting date the Subrecipient must state in the quarterly progress report to ALEA the steps taken to initiate the project, the reasons for the delay, and the expected starting date or operational date.

LIX. Property Management Requirements

Effective control and accountability must be maintained for all award-purchased property. The Subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Subrecipient will ensure proper use, maintenance, protection, and preservation of such property.

- (a) All equipment acquired under a federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Recipient.
- (b) The federal procedures for managing equipment will be the responsibility of the Subrecipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
 - i Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - ii A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.

- iii A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - iv Adequate maintenance procedures must be developed to keep the property in good condition.
 - v If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- (c) Disposition: In accordance with 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.
- (d) Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations.* The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance, and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- (e) Equipment Marking: The Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

LX. Recording and Documentation of Receipts and Expenditures

The Subrecipient accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such source funds, and unexpended balances by source. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the FEMA Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award funds, real property, and other assets. Accounting records must be supported by source documentation such as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.

LXI. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

LXII. Reporting Requirement

The Subrecipient agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Subrecipient agrees to submit a Final Report thirty days (30) after the grant end date.

LXIII. Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

LXIV. Required Use of American Iron, Steel, Manufactured Products, Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (a) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable

chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (a) applying the domestic content procurement preference would be inconsistent with the public interest;
- (b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (c) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

LXV. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the

SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

LXVI. Suspension or Termination of Funding

ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Subrecipient or Equipment Recipient for any of the following reasons:

- (a) Failure to comply substantially with the requirements or statutory objectives of the 2 C.F.R. 200, Subpart F, or other provisions of Federal Law.
- (b) Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
- (c) Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
- (d) Failure to submit reports on a semi-annual basis and as otherwise required.
- (e) Filing a false certification, other report, or document.
- (f) Other good cause shown.

LXVII. Terms of Grant Period

Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Obligations of funds dated after the expiration of the grant period are not eligible for reimbursement.

LXVIII. Terrorist Financing

Recipients must comply with Exec. Order No. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

LXIX. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the governmentwide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of

2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

LXX. Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

LXXI. USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.

LXXII. Use of DHS Seal, Logo, and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

LXXIII. Utilization of Minority Businesses

Subrecipients and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

LXXIV. Utilization and Payment of Funds

Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the Approved Budget Detail Worksheet in order to be eligible for reimbursement. Claims for reimbursement must be submitted no more frequently than once a month and no less than

once a quarter. Claims failing to meet the requirements listed in this subsection are subject to nonpayment.

LXXV. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

LXXVI. Written Approval of Changes

Any change to this award must be mutually agreed upon and approved in writing by ALEA, prior to implementation or obligation, and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

R E S O L U T I O N

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

Adopted:

City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Bennett's Care, LLC**, to operate a **shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **July 30, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, DeVondra S. Carlisle, individually or on behalf of Bennett's Care, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

DeVondra S. Carlisle

Mobile Business Address:

Telephone:

Trade Name (d/b/a):

II. Business Information

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

Birthdate:

SSN: 2

Mobile Business Address:

Address
code

City State Zip

Telephone Number

Driver's License #:

Residing in Mobile County: Years: 28

Months: _____

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
------	-------	---------	-------------------------------

DeVondra Carlisle	Owner		
-------------------	-------	--	--

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

N/A				
-----	--	--	--	--

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: N/A

What will be your days and hours of operation? 7am - 6pm

How many vehicles (carriages) do you intend to operate? 2

(Note: carriages are limited to a maximum of ten carriages)

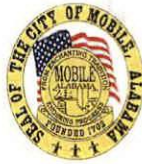
Vehicle Description:

Make: Cadillac
Make: Toyota
Make: _____
Make: _____

Year: 2012
Year: 2011
Year: _____
Year: _____

Model: SRX
Model: Land Cruiser
Model: _____
Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.


Applicant's Signature

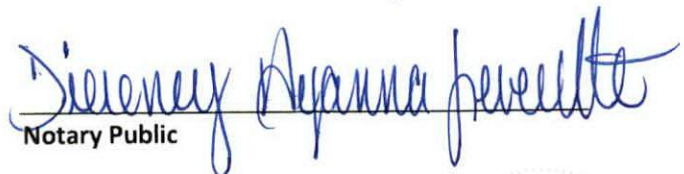
NAME OF ENTITY:

Bennett's Care, LLC

By: DeVondra Carlisle
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS

9 DAY OF July, 2021


Notary Public

My Commission Expires:
March 30, 2027





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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: DeVondra S. Carlisle

Nickname(s) or Maiden Name: Von

Current Address: _____

Previous Address: 2900

Personal Description:

Height: 4'11

Weight: 145

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

DeVondra S. Carlisle
Signature

July 9, 2024
Date signed



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

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: DeVondra S. Carlisle

Date of Birth: _____ Security #: _____

Present Address: 5

Home Phone Number: _____ Work Phone Number: N/A

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

Present Employer and Address: None

Present Position/Title: N/A

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
<u>None</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

None

Give nature of all transactions or acts giving rise to these judgements.

None

Give name and location of court in which judgements were entered and date entered.

None

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

DeVondra Carlisle
Signature

July 9, 2024
Date Signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: CARLISLE, DEVONDRA SHUNDRE

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 55

Weight: 140

Eyes: BROWN

Height: 4'11"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

DL #:

DL Type:

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

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

CHECKED BY: P. W.
DATE: 5-24-24

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last_Name : CARLISLE

First_Name : DEVONDRA

Arrestee DOB : 11/27/1968

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>200020492702</u>	2000204927	3/17/2000	CARLISLE, DEVONDRA S	11/27/1968	UNKNOWN LOCATION UNKNOWN,	BRADLEY, N W	CONV	MOBILE,	HARASSMENT
<u>206080121301</u>	2060801213	8/14/2006	CARLISLE, DEVONDRA SHUNDRE	11/27/1968	UNKNOWN LOCATION UNKNOWN,	CAZALAS, PAMELA	CONV	METRO JAIL MOBILE,	HARASSMENT

2 Records Selected

05/24/2024 10:07

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

CHECKED BY: R W
DATE: 5-24-24

1 of 1



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Accept Wynngate Way streets being named for city maintenance.

Amount of Contract:

\$0.00

Funding Source

ATTACHMENTS:

1. Wynngate Way Resolution

REVIEWERS:

Tiereney Leverette

Lana Gauthier

RESOLUTION

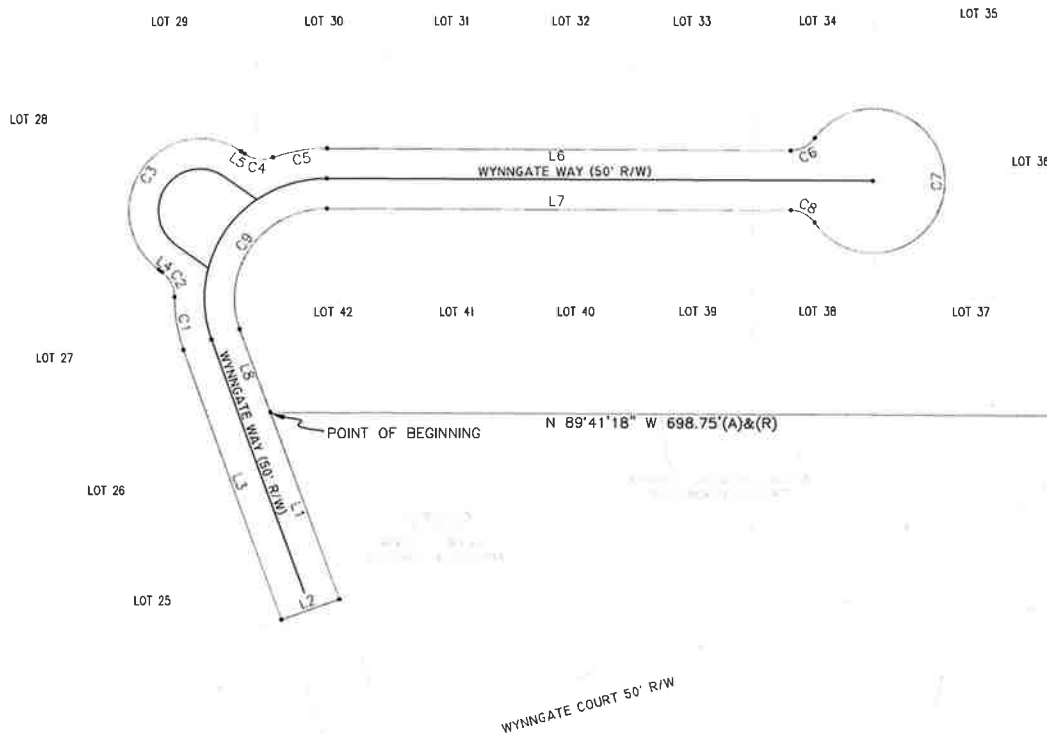
Sponsored by: Mayor William S. Stimpson

WHEREAS Wynnfield Development, LLC, as developer of Addition to Wynnfield Subdivision, Unit 5, has requested acceptance by the City of Mobile of the streets in Addition to Wynnfield Subdivision, Unit 5, said streets being named **“Wynngate Way”**, as public streets within the boundaries of the City of Mobile;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the streets **“Wynngate Way”** of Addition to Wynnfield Subdivision, Unit 5 (the legal description of which is shown on the attached Addition to Wynnfield Subdivision, Unit 5 RIGHT OF WAY Sketch Map), together with the drainage structures in, and which are a part of said streets and which are located in dedicated street rights of way, are hereby approved by and accepted for maintenance by the City. The drainage structures described herein are those which are a part of or are located in the streets (curbs and gutter, catch basins, flumes and pipes) and do not include any drainage systems or facilities in the subdivision or shown on the plat thereof which are not located on the right of way.

Adopted:

City Clerk



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	125.00'(A)	44.86'(A)	N 09°34'18" W	44.62'(A)
C2	25.00'(A)	24.21'(A)	N 27°01'49" W	23.27'(A)
C3	60.00'(A)	188.50'(A)	N 35°13'44" E	126.00'(A)
C4	25.00'(A)	24.21'(A)	S 82°30'44" E	23.27'(A)
C5	125.00'(A)	44.86'(A)	N 80°01'45" E	44.62'(A)
C6	25.00'(A)	23.55'(A)	N 63°19'39" E	22.69'(A)
C7	60.00'(A)	301.53'(A)	S 00°18'42" W	70.59'(A)
C8	25.00'(A)	23.55'(A)	N 62°42'16" W	22.69'(A)
C9	75.00'(A)	144.21'(A)	S 35°13'44" W	123.00'(A)

LINE	BEARING	DISTANCE
L1	S 19°51'14" E	165.40'(A)
L2	S 70°08'46" W	50.00'(A)
L3	N 19°51'14" W	239.06'(A)
L4	N 54°46'16" W	3.29'(A)
L5	S 54°46'16" E	3.29'(A)
L6	S 89°41'18" E	383.95'(A)
L7	N 89°41'18" W	383.95'(A)
L8	S 19°51'14" E	73.66'(A)

THIS IS NOT A BOUNDARY SURVEY.

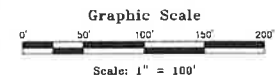
RIGHT-OF-WAY DESCRIPTION:

COMMENCING AT A POINT BEING USED AS THE NORTHWEST CORNER OF LOT 1, WYNNFIELD, UNIT THREE, RESUBDIVISION OF LOTS 62 AND 63, AS PER PLAT RECORDED IN MAP BOOK 101, PAGE 84 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89°40'29" WEST 201.72 FEET TO A POINT; THENCE RUN NORTH 00°00'16" EAST 497.38 FEET TO A POINT; THENCE RUN NORTH 89°41'18" WEST 698.75 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 19°51'14" EAST 165.40 FEET TO A POINT; THENCE RUN SOUTH 70°08'46" WEST 50.00 FEET TO A POINT; THENCE RUN NORTH 19°51'14" WEST 239.06 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 44.86 FEET, A RADIUS OF 125.00 FEET, A CHORD BEARING OF NORTH 09°34'18" WEST, A CHORD LENGTH OF 44.62 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE LEFT WITH AN ARC LENGTH OF 12.74 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 13°53'07" WEST, A CHORD LENGTH OF 12.60 FEET TO A POINT; THENCE RUN NORTH 44°34'03" WEST 14.60 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 169.81 FEET, A RADIUS OF 60.96 FEET, A CHORD BEARING OF NORTH 35°13'44" EAST, A CHORD LENGTH OF 120.00 FEET, TO A POINT; THENCE RUN SOUTH 54°46'16" EAST 3.29 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 24.21 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 82°30'44" EAST, A CHORD LENGTH OF 23.27 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 44.86 FEET, A RADIUS OF 125.00 FEET, A CHORD BEARING OF NORTH 80°01'45" EAST, A CHORD LENGTH OF 44.62 FEET TO A POINT; THENCE RUN SOUTH 89°41'18" EAST 383.95 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 23.55 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 63°19'39" EAST, A CHORD LENGTH OF 22.69 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 301.53 FEET, A RADIUS OF 60.00 FEET, A CHORD BEARING OF SOUTH 00°18'42" WEST, A CHORD LENGTH OF 70.59 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE LEFT WITH AN ARC LENGTH OF 23.55 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 62°42'16" WEST, A CHORD LENGTH OF 22.69 FEET TO A POINT; THENCE RUN NORTH 89°41'18" WEST 383.95 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 144.21 FEET, A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 35°13'44" WEST, A CHORD LENGTH OF 123.00 FEET TO A POINT; THENCE RUN SOUTH 19°51'14" EAST 73.66 FEET TO THE POINT OF BEGINNING, CONTAINING 1.33 ACRES, MORE OR LESS, ALL BEING LOCATED ENTIRELY IN SECTION 7, TOWNSHIP-5-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA.

N00°00'16"E 497.38' (A&R)

N89°40'29"W 201.72' (A&R)

POINT OF COMMENCEMENT
NORTHWEST CORNER OF LOT 1
WYNNFIELD, UNIT THREE
RESUBDIVISION OF LOTS 62 AND 63
MAP BOOK 101, PAGE 84
MOBILE COUNTY, ALABAMA



OWNER:
WYNNFIELD DEVELOPMENT LLC

DATE: 07/23/2024
SHEET 1 OF 1

**SKETCH MAP FOR DESCRIPTION OF RIGHT-OF-WAY
FOR ADDITION TO WYNNFIELD SUBDIVISION, UNIT 5
MOBILE COUNTY, ALABAMA
SECTION-7, TOWNSHIP-5-SOUTH, RANGE-2-EAST**

GRID NORTH



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Ricardo Woods

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Steven Mason

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Mason

REVIEWERS:

Tiereney Leverette

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Adopted:

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D012\P006\00129015.doc



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Aquanda Thompson

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Thompson

REVIEWERS:

Tiereney Leverette

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Adopted:

City Clerk

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AN ORDINANCE TO AMEND SECTION 62.1 OF THE CODE OF THE CITY OF MOBILE
ALABAMA, 1965

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (City), by and through its City Council, has heretofore adopted Section 62.1, of The Code of the City of Mobile, Alabama, 1965;

WHEREAS, the City wishes to amend the forementioned Code Section in order to implement and incorporate relevant changes made to state laws and to improve the clarity of said Code Section; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

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

Section 1: Section 62.1 of the Mobile City Code, 1965, is hereby amended and restated to read as follows:

Sec. 62-1. Discharging firearms, air guns, etc.

It shall be unlawful for any person within the city or within the police jurisdiction thereof to discharge any firearm or instrument of like character or description.

Exceptions:

- (1) Any person shall be entitled to discharge any firearm, pistol, revolver, shotgun, rifle, air gun, or other implement which propels with force a metal pellet in self- defense or in the defense of a third-party within the city limits.
- (2) Any person shall be entitled to discharge a shotgun for the purpose of hunting within the city limits under the following conditions:
 - (a) In hunting of the following game birds:
 1. Bobwhite quail
 2. Mourning and/or White-winged dove
 - (b) Where the tract of land to be hunted is a minimum of ten (10) contiguous acres. A plat map or survey will be required to prove this component of the permitting process.
 - (c) A minimum of 700 feet between the hunter and any school or school grounds, daycare facility, hospital, residential structures, playgrounds, park, public roads or highways shall be maintained.

- (d) Written permission from the landowner, or proof of ownership of the tract of land shall be maintained by the hunter(s) while on the tract of land.
- (e) Hunters may only use 20-, 28-, or .410-gauge shotguns.
- (f) Shot no larger than #7.5 and only low brass ammunition may be used.
- (g) The property to be hunted from or upon has been inspected and permitted by the City of Mobile.
- (h) The permit fee of \$10.00 has been paid to the City of Mobile.
- (i) This section in no way permits or alters the requirements promulgated by both Federal and State law regarding the hunting of migratory birds and/or the use of firearms by those forbidden from use.

Miscellaneous provisions:

Repealer. All ordinances and laws, or parts thereof, that are in conflict with the provisions of this Ordinance, are hereby repealed.

Severability. The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

Publication. That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance as required by law.

Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

City Clerk

RESOLUTION

Sponsored by: *Cory Penn, Councilmember District 1*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$1,348.50** be transferred from the District 1 General Fund, Discretionary Account DSC-01, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with the 2024 United We Stand Rap Fest on Sunday, July 28, 2024 at Michael Dow Theater.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Karen Poth

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive grant funding in the amount of \$2,250,000.00 from the Alabama Department of Conservation and Natural Resources (ADCNR) for GOMESA funding for the National Maritime Museum of the Gulf of Mexico.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. GOMESA National Maritime Museum Resolution

REVIEWERS:

Tiffany Levy
Randy Threadgill
Chris Kern
Brandi Montgomery
James Barber

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 GOMESA grant funding in the amount of \$2,250,000.00 from the Alabama Department of Conservation and Natural Resource (ADCNR) in support of the National Maritime Museum of the Gulf of Mexico. There is no 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 Alabama Department of Conservation and Natural Resources. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

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.

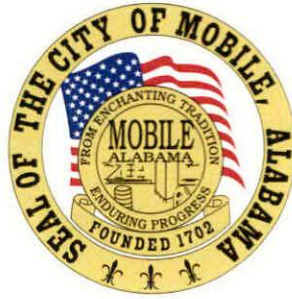
Type of application: SPECIAL EVENTS RETAIL

Submitted by: Bottles Up Mobile, Inc.

Location: FNL August
109 Government Street
Mobile, AL 36602

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

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/23/2024	NEW APPLICATION	2024 - 5672	124969	2	August 6, 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)

FNL AUGUST

Location Address

109 GOVERNMENT STREET

City, State, Zip Code

MOBILE AL 36602

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

ISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/23/2024	NEW APPLICATION	2024 - 5672	124969	2	August 6, 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)

FNL AUGUST

Location Address

109 GOVERNMENT STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



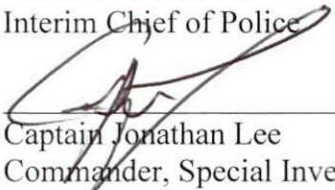
MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
INTERIM CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Interim Chief of Police

From: 
Captain Jonathan Lee
Commander, Special Investigations Section

Date: July 31, 2024

Re: Alcoholic Beverage License Application No. 5672
BOTTLES UP MOBILE INC
D/B/A: FNL August
109 Government St
Mobile, AL 36602
Thomas McGregor, member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a special event. The name of the special event will be FNL August. The special event will take place on August 30, 2024, from 6 p.m. to 9 p.m. The City of Mobile Revenue department has advised although this is a new application, all taxes have been reported and paid for Bottoms Up Mobile and their business license is current. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department advised that the location is currently in good standing.

It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

JUL 30 2024

CHIEF OF POLICE



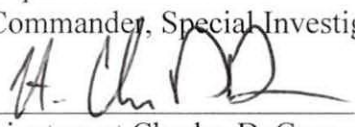
MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
INTERIM CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Jonathan Lee
Commander, Special Investigation Section

From: 
Lieutenant Charles DeGeer
Commander, Narcotics and Vice Unit

Date: July 31, 2024

Re: Alcoholic Beverage License Application No. 5672
BOTTLES UP MOBILE INC
D/B/A: FNL August
109 Government St
Mobile, AL 36602
Thomas McGregor, member

I have reviewed the attached application submitted to me by Office Assistant Payton Kennedy. Our records show no discrepancies in information provided by the applicants, according to the resources we had at the time of the application.

This is a new application for a special event. The name of the special event will be FNL August. The City of Mobile Revenue Department advised Bottoms Up Mobile has an up-to-date business license and has reported and paid all taxes due. The Underage Drinking Coordinator of the Mobile Police Department advised that the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: July 25, 2024

Re: Application # 5672 / 109 Government St.

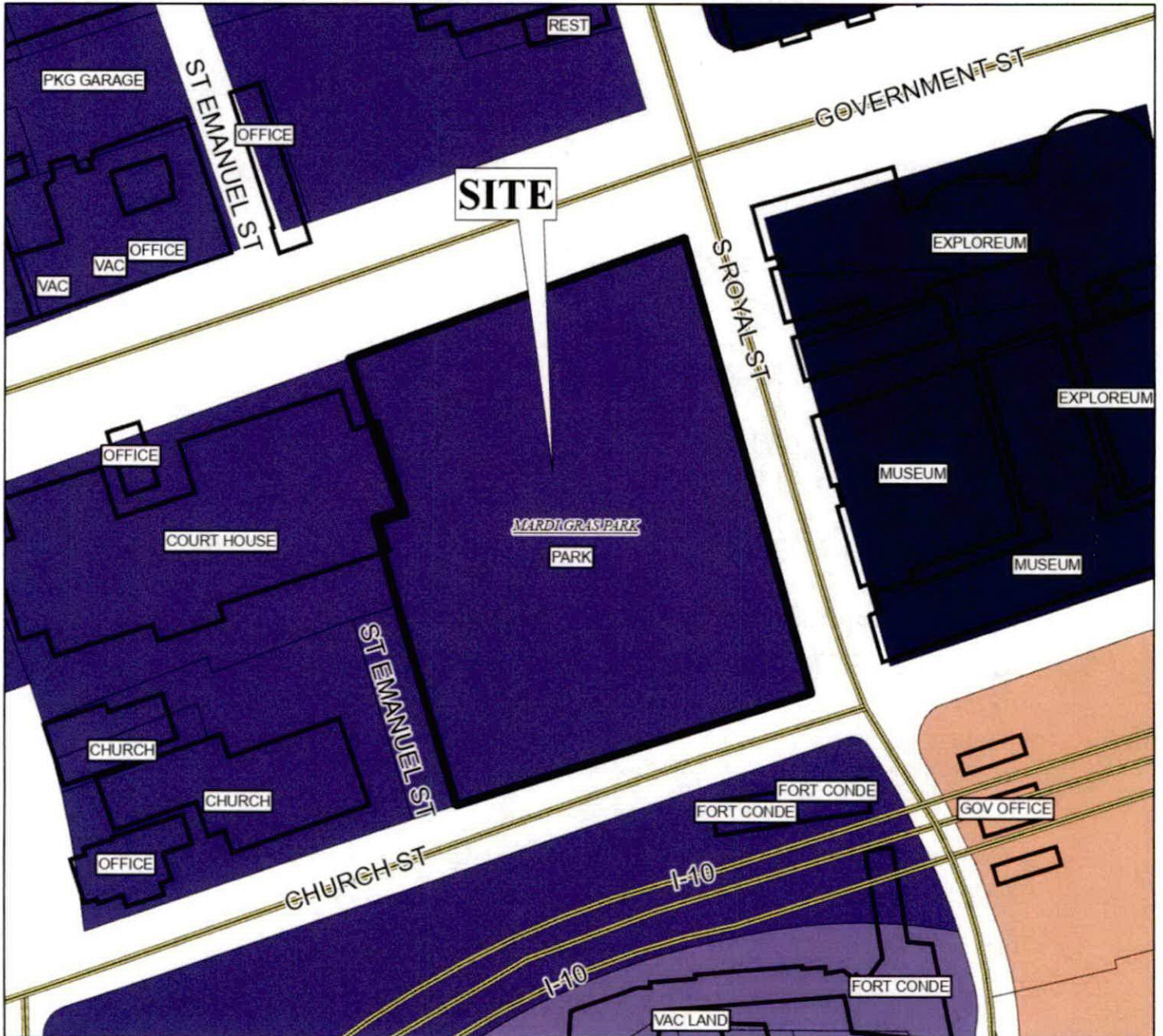
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.2 and is a government function of the City of Mobile. This is to advise that a special event with special retail sales is a permitted use in this zoning district.

As a government function of the City of Mobile, the site is exempt from parking requirements.

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

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5672 DATE 8/6/2024

APPLICANT BOTTLES UP MOBILE INC

LOCATION 109 GOVERNMENT ST

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
07/23/2024	NEW APPLICATION	2024 - 5672	124969	2	August 6, 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)

FNL AUGUST

Location Address

109 GOVERNMENT STREET

City, State, Zip Code

MOBILE AL 36602

Contact Person Information				
Name	Title	POA	Phone	Email
T BRATTON MCGREGOR	OWNER	NO		

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

What is/was the start date of this business?

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 07/23/2024	Application Type NEW APPLICATION	Application Number 2024 - 5672	License Account # 124969	Council District 2	Council Agenda Date August 6, 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) FNL AUGUST		
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 (251) 604-4776			
Physical Address (Street Address, Suite #) 109 GOVERNMENT STREET		City MOBILE	State AL	Zip Code 36602	
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 ---	M
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 CITY OF MOBILE		Property Owner Phone Number (251) 208-1600		Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 205 GOVERNMENT STREET		City MOBILE	State AL	Zip Code 36602	
Bldg Square Footage 0	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type OTHER	License Covers OUTSIDE AREA
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 Bn

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) DHAHRAN SAUDI ARABIA	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) CROCKER, ASHLEY LYNN		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					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

DM

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.

DM

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.

DM

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.

DM

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.

DM

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.

DM

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.

DM

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

Bratton McGregg

7/23/24

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

President

Sworn to and subscribed before me this **23** day of **June** 20 **24**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

[Signature]

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 advertizing 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 **FNL AUGUST**

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

140 - SPECIAL EVENTS RETAIL

for the premises located at **109 GOVERNMENT STREET**, 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

August 6, 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

July 23, 2024



SPC EVNT - FNL AUGUST

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	\$150.00	\$0.0	\$0.00	\$100.00

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

07/23/2024 02:07PM NICKOL H.
041497-0010

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=c7c9c753-2835-420b-bbe4-d743331d1faa
Auth=02177G

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: **20240722102047782**

Type License: **140 - SPECIAL EVENTS RETAIL**

State: \$150.00 County: \$150.00

Type License:

State: County:

Trade Name: **FNL AUGUST**

Filing Fee: \$50.00

Applicant: **BOTTLES UP MOBILE INC**

Transfer Fee:

Location Address: **109 GOVERNMENT ST MOBILE, AL 36602**

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:
	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**

Home Phone:

Business Phone: **251-604-4776**

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240722102047782

If applicant is leasing the property, is a copy of the lease agreement attached? NO
Name of Property owner/lessor and phone number: CITY OF MOBILE 251-208-7865
What is lessors primary business? CITY GOVERNMENT
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? YES
Building Dimensions Square Footage: 6000 Display Square Footage: 500
Building seating capacity: 20 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: 20240722102047782

Initial each

AC
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.

XX

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.

AC

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

AC

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.

AC

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:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240722102047782

**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: 08/30/2024 Ending Date: 08/30/2024

Special terms and conditions for special event/special retail:

EVENT WILL BE HELD AT MARDI GRAS PARK. ENTRANCE/EXITS WILL BE COVERED.
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

Are there any special restrictions, instructions, and/or conditions for this license?:

EVENT WILL BE HELD AT MARDI GRAS PARK. ENTRANCE/EXITS WILL BE
COVERED. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO
LEAVE THE LICENSE PREMISE. THIS IS A NON-RENEWAL LICENSE.

List of Current Member

The following individual is the only member of: BottlesUp Mobile Inc.

NAME: Bratton McGregor TITLE: President

Ashley Crocker POA
PRINTED NAME OF MEMBER

Ashley Crocker POA
SIGNATURE OF MEMBER

3/4/24
DATE



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarkburg, WV 26306

THOMAS BRATTON MCGREGOR
10349 TAYLOR HARPER BLVD
GRAND BAY, AL 36541

Date: 05-22-2023

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

THOMAS BRATTON MCGREGOR

Search Completed Result

05-22-2023 E2023142000000067560

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth:

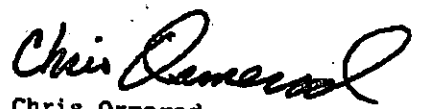
Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.


Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

Special Power of Attorney

I, Thomas D McGregg hereby appoint Ashley Crocker as my attorney in fact to act in my capacity to do the following:

To sign and execute forms/ documents relating to The City of Mobile Alabama and the Alabama ABC Board concerning Bottles Up Mobile Inc.

The rights, powers, and authority of my attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on 8.1.23 (date) and shall remain in full force and effect until 1.1.2025 (date) or unless specifically extended or rescinded earlier by either party.

8/1/23 (Date)

Thomas D McGregg (Signature)

State of Alabama

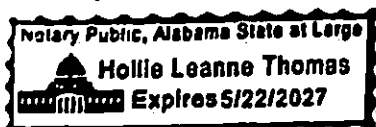
County of Mobile

BEFORE ME, the undersigned authority, on this Aug 1st 2023 (date) personally appeared Thomas D McGregg to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal and date aforesaid.

Hollie Leanne Thomas NOTARY PUBLIC

My Commission Expires 5/22/27





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-9.32; (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

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

BOTTLES UP MORTAL INC.

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*.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

BOTTLES UP MOBILE INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011287283	01/1/2024	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: 722320

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

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

Business Type OTHER (explain)			License Type	
Legal Business Name Bottles Up Mobile Inc.			Trade Name (DBA) Bottles Up Mobile Inc.	
Physical Address of Business (Street Name, Suite #) n/a			Building Square Footage	Building Stand alone or attached
City	State AL	Zip Code	Did you include the REQUIRED drawing with this sheet?	

Business Contact Person			
Name Bratton McGregor	Title	Phone	Email

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided N/A	Parking Required N/A	Compliance ✓	Zoning T4	Approved ✓
Comments SPECIAL EVENT IN MARDI GRAS PARK 109 GOVERNMENT STREET				
Print Name CALDWELL C. WHISTLER	Signature <i>Caldwell C. Whistler</i>		Date 7-23-2024	

City of Mobile
Events Department
48 N. Sage Avenue
Mobile, Alabama 36607



Scheduling Confirmation

Facility: Mardi Gras Park – 109 Government Street, Mobile, AL 36602

Applicant: Bottles Up Mobile, Inc.

Event: Friday Night Live 8/30/2024

Reservation Date

From: 8/30/24 at 6:00pm

To: 8/30/24 at 9:00pm

Reservation Fee: \$0.00

Security Deposit: \$0.00

Total Amount: \$0.00

Payment Records

Amount Paid: \$0.00

Amount Due: \$0.00

B. Mc Greger

Applicant Signature

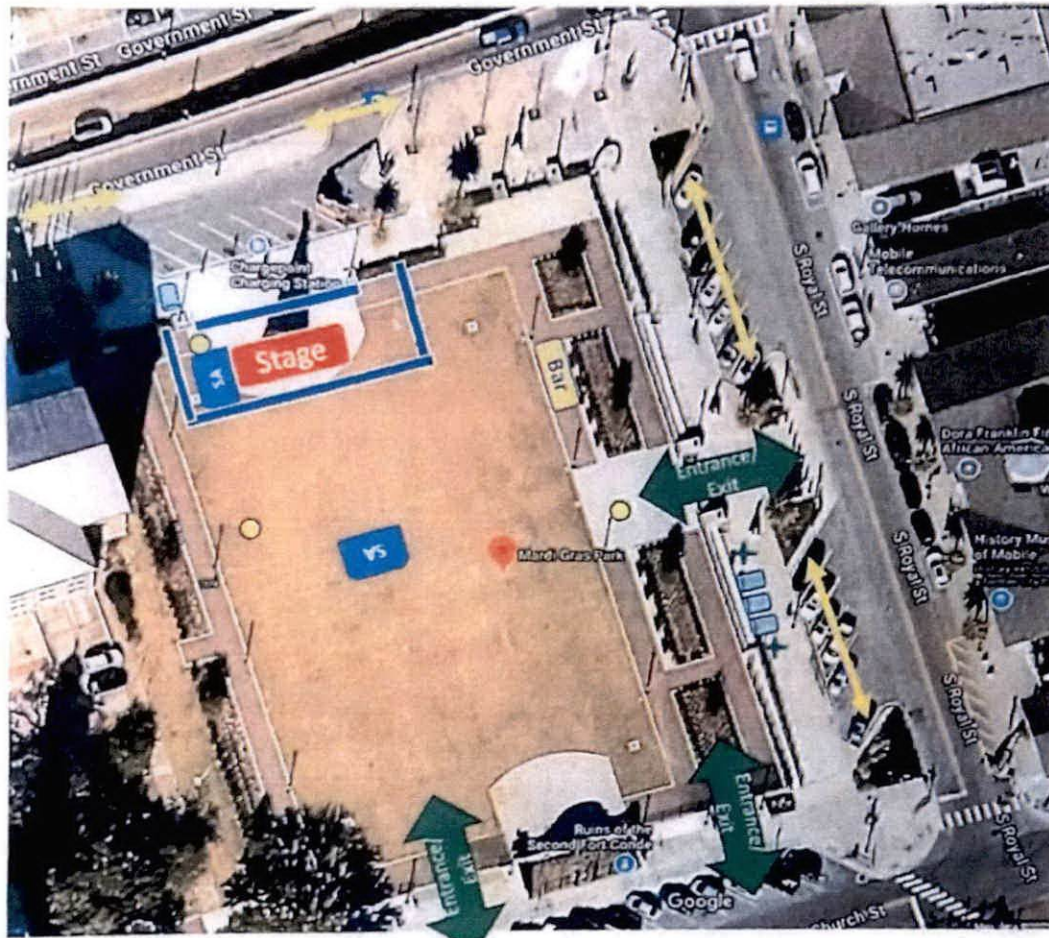
Jonuia Roker

Rentals Representative Signature

4/23/24

Date

City of Mobile Parks and Recreation Department
48 N. Sage Ave. Mobile, Alabama 36607 | www.cityofmobile.org



FNL August
8.30.24
6-9 pm
Mardi Gras Park

- SA Sound Associates
- + Porta Potties/Handwashing Stations
- Staff

109 Government Street
Mobile, AL 36602
Mardi Gras Park
Bratton McGregor, President
Bottles Up Mobile Inc

B. McGregor 7/17/24

< 6 of 6 >

Information for Address: 109 Government St

Parcel Owner / Mailing Address:

Mobile County Of
County Courthouse
Po Box 1443

Mobile, AL 36633

Parcel Information:

Parcel: R022906400011125.000 / 762534

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

(Church Street East)

PLS Section:

4S1W23

Census Tract:

000200

Zipcode:

36602

--- Public Services ---

Garbage Pickup:

(Commercial Mon, Thu, Sat Residential - Tue / Loop)

Trash Pickup:

(Monday South / 6-TD-9)

Fire District:

(Fire Central Station 3)

Police Precinct/Beat:

(Precinct 5 Beat 50)

--- Political ---

City Council District:

District: (2)

William Carroll - (251) 208-7441

County Commissioner District:

District: (1)

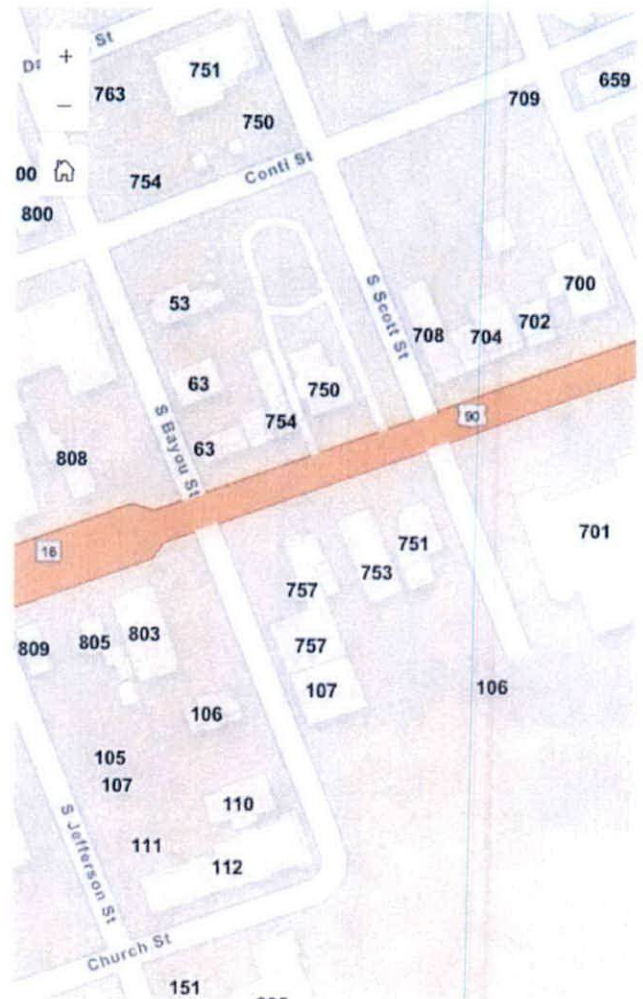
State House District:

District: (97)

State Senate District:

District: (33)

--- Additional Links ---

[Search for New Address](#)

Esri Community Maps Contributors, City of Mobile GIS Data Powered by Esri

Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

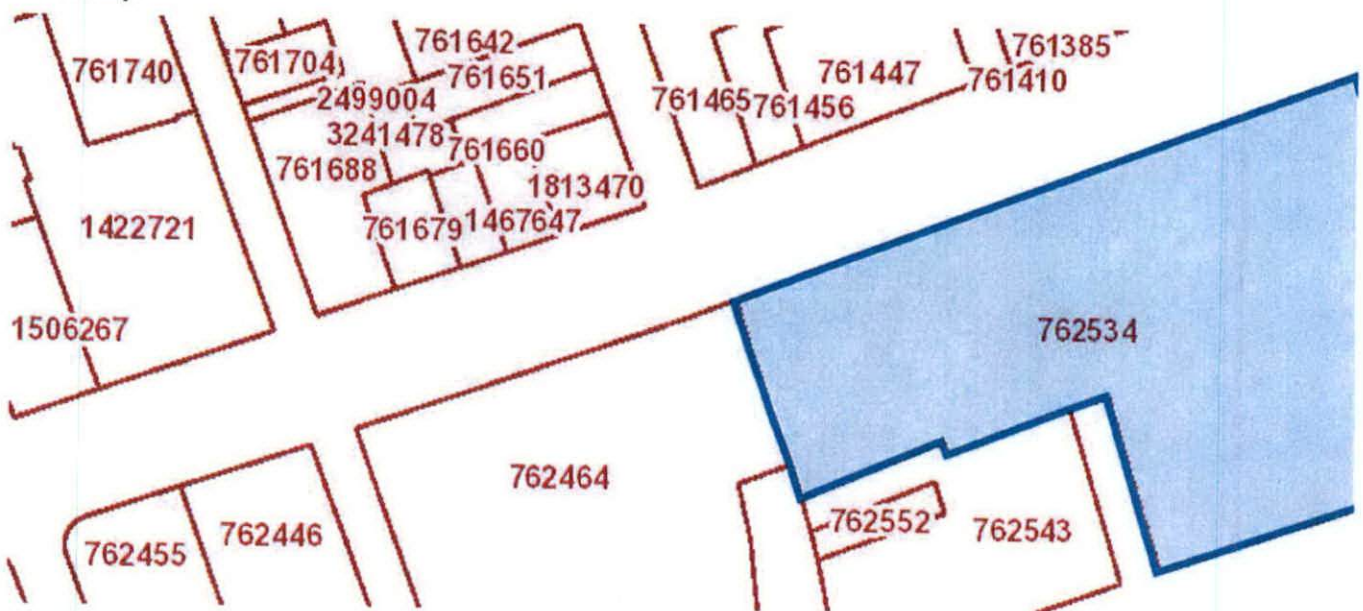
[Application Support](#)

Copyright: City of Mobile

Mobile County Property Search

Key Number: 762534 For Year 2024

Map



Property Details

Account

Key Number: 762534

Legal Description: BEG INT S ROW GOVT ST & W R/W ROYAL ST TH WLY 575 FT (S) TH SLY 185 FT(S) TH ELY 132 FT(S) TH S 10 FT(S) TH ELY 115.3 FT TH S 158 FT(S) TH E 312 FT(S) TH N 355 FT (S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 011

Parcel Number: 2906400011125XXX

Type: Real

Property Class: 2

Location

Address: 109 GOVERNMENT ST MOBILE, AL 36602-3112

Owner

Name: MOBILE COUNTY OF

Mailing Address: PO BOX 1443

MOBILE , AL 36633-1443

Exemptions: OTH - OTHER EXEMPTION. COMPLETELY EXEMPT
For privacy reasons not all exemptions are shown online.

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

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
Submitted by: WM Harris LLC
Location: Buzzed Bull Creamery
362 Government Street, Unit 100
Mobile, AL 36602

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

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/23/2024	NEW APPLICATION	2024 - 5674	129420	2	August 6, 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

WM HARRIS LLC

Trade Name (DBA)

BUZZED BULL CREAMERY

Location Address

362 DAUPHIN STREET FLOOR 1 UNIT 100

City, State, Zip Code

MOBILE AL 36602

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
07/23/2024	NEW APPLICATION	2024 - 5674	129420	2	August 6, 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

WM HARRIS LLC

Trade Name (DBA)

BUZZED BULL CREAMERY

Location Address

362 DAUPHIN STREET FLOOR 1 UNIT 100

City, State, Zip Code

MOBILE AL 36602

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 25, 2024

Re: Application # 5674 / 362 Dauphin St. Ste. 100

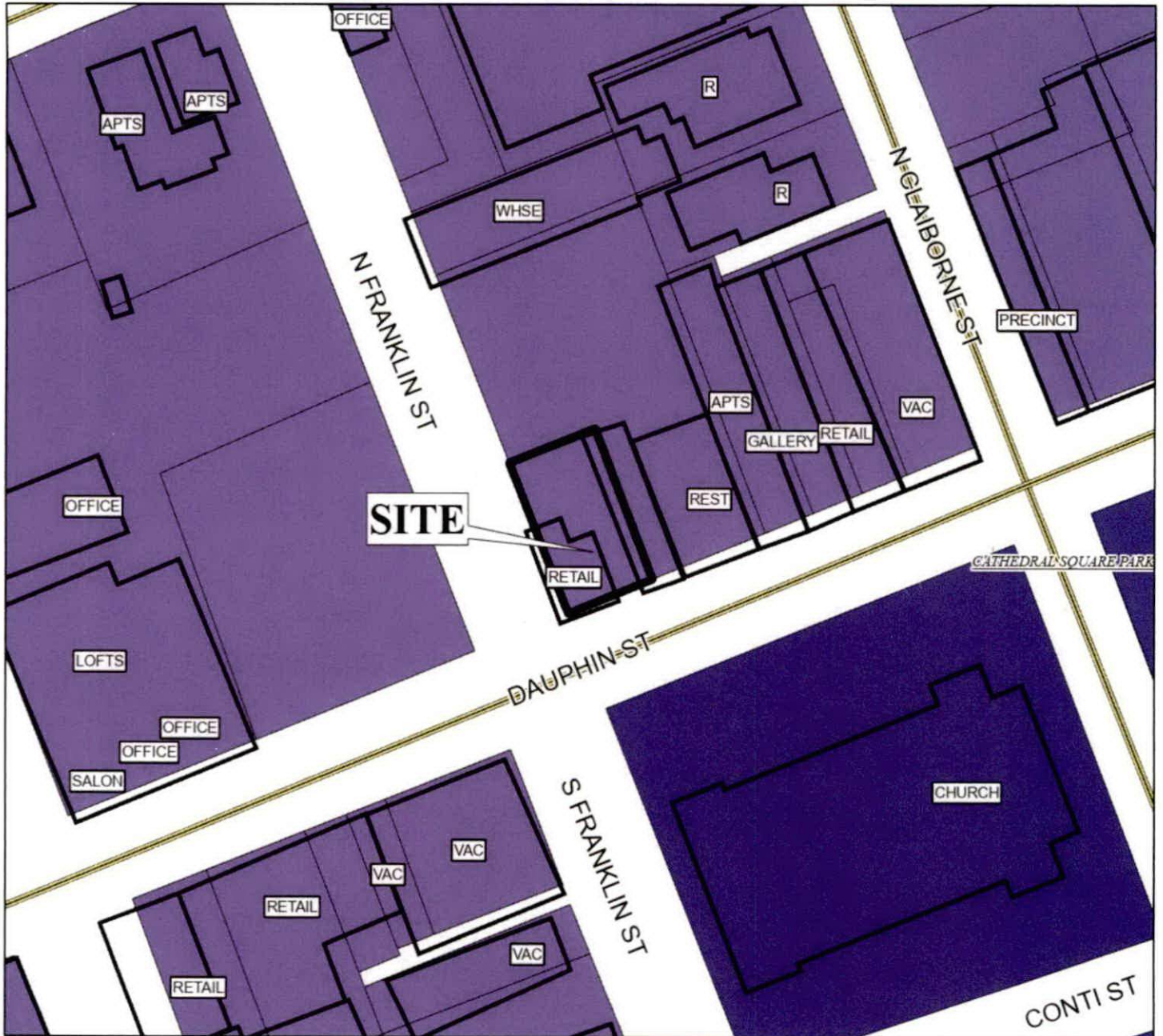
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.1. This is to advise that a restaurant with retail liquor sales and an occupant load less than 100 persons is a permitted use in this zoning district.

The site is located within the Downtown Development District, which exempts T-5.1 from parking requirements.

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

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5674 DATE 8/6/2024

APPLICANT WM HARRIS LLC

LOCATION 362 DAUPHIN ST UNIT 100

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		MI		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
07/23/2024	NEW APPLICATION	2024 - 5674	129420	2	August 6, 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

WM HARRIS LLC

Trade Name (DBA)

BUZZED BULL CREAMERY

Location Address

362 DAUPHIN STREET FLOOR 1 UNIT 100

City, State, Zip Code

MOBILE AL 36602

Contact Person Information				
Name	Title	POA	Phone	Email
WHITNEY M HARRIS	OWNER	NO		

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 08/30/2024

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 07/23/2024	Application Type NEW APPLICATION	Application Number 2024 - 5674	License Account # 129420	Council District 2	Council Agenda Date August 6, 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 WM HARRIS LLC			Trade Name (DBA) BUZZED BULL CREAMERY		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 03/06/2023	SOS Entity ID 001-067-210	State AL	County
Federal Tax ID (FEIN) 88-3462809	Alabama State Sales Tax ID R012194954	Business Phone Number (919) 519-5919			
Physical Address (Street Address, Suite #) 362 DAUPHIN STREET FLOOR 1 UNIT 100		City MOBILE	State AL	Zip Code 36602	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) OTHER ICE CREAM SHOP		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name WHITNEY M HARRIS	Title OWNER	POA	Phone	Email	
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 G AND R HOLDINGS LLC - RITESH GUPTA			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 2,114	Bldg Seating Capacity 46	Restroom Facilities YES	Patio Area YES	Structure Type MULTI 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 WMH

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) HARRIS, WHITNEY MARIE		Title OWNER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth 08/30/1990	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 WUH

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

WMH 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.

WMH 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.

WMH 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.

WMH 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.

WMH 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.

WMH 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.

WMH 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

Whitney Marie Harris
Owner/Applicant/POA Signature

23 July 2024
Title of Person Signing this Application

Zj. Nbi Li

Owner

Sworn to and subscribed before me this 23 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:

WM HARRIS LLC

dba **BUZZED BULL CREAMERY**

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

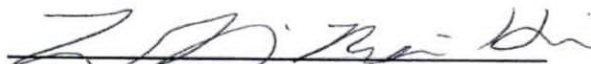
020 - RESTAURANT RETAIL LIQUOR

for the premises located at **302 DAUPHIN STREET FLOOR 1 UNIT 100** , 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

August 6, 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

July 23, 2024



BUZZED BULL CREAMERY

362 DAUPHIN STREET FLR 1 UNIT 100

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 129420 TERRITORY 2

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>
1836743	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

Description of Business (Via Business Plan):

Buzzed Bull Creamery harnesses the power of liquid nitrogen to present fresh, premium ice creams and milkshakes while offering a one-of-a-kind-experience. What makes us unique is not only our incorporation of alcohol into ice cream, but how our ingredients are infused together. Imagine, 6 stand mixers on a countertop behind a glass window for all to see. We pour our liquid ice cream base (dairy/non-dairy) into the mixing bowl, along with the delicious toppings and any alcohol of your choosing. Suddenly, a cloud of liquid nitrogen gas billows down into the bowl as the mixing begins, freezing the ingredients by the second and creating a show we know you will love! When it is complete, we hand you some of the freshest ice cream you have ever designed and eaten, made from scratch, not scooped out of a container. You are happy, and we are happy you chose Buzzed Bull Creamery for this experience.

We hand-craft each ice cream and milkshake to provide a fully customized option. We are making ice cream fun for everyone. For adults, we specialize in alcohol-infused ice cream & milkshakes that start at a 5% ABV. We encourage our guests to get creative with over thirty available flavors to mix and match into hundreds of combinations! Top that with a liquid nitrogen show that will definitely bring the excitement!

Buzzed Bull Creamery has been in business since early 2017 and has expanded through franchising into multiple states. We have multiple product lines of frozen desserts for both alcoholic and non-alcoholic flavors. We have also expanded into the espresso bar market, and in select regions offer a light food menu of Belgian Style waffles that have been a major success for the business.

Estimated Start Date: 13 September 2024



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240723092710988

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: **BUZZED BULL CREAMERY**

Filing Fee: \$50.00

Applicant: **WM HARRIS LLC**

Transfer Fee:

Location Address: 362 DAUPHIN ST FLOOR 1 UNIT 100 MOBILE, AL 36602

Mailing Address:

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 1350810

Do you sell Draft Beer?:

Date Incorporated: 07/27/2022 State incorporated: MS

County Incorporated: HARRISON

Date of Authority: 03/06/2023

Federal Tax ID: 88-3462809

Alabama State Sales Tax ID: R012194954

Name:

Title:

Date and Place of Birth:

Residence Address:

	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: WHITNEY MARIE HARRIS

Home Phone:

Business Phone: 919-519-5919

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240723092710988

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: G AND R HOLDINGS LLC
What is lessors primary business? CARDIOLOGIST 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: 2114 Display Square Footage:
Building seating capacity: 46 Does Licensed premises include a patio area? YES
License Structure: MULTI STORY 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: 20240723092710988

Initial each

WMH
WMH

In reference to law violations, I attest to the truthfulness of the responses given within the application.

WMH

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

WMH

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.

XX

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.

WMH

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.

WMH

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.

WMH

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):

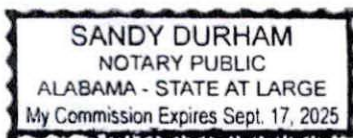
Whitney Marie Harris

Signature of Applicant:

[Handwritten Signature]

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

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: 20240723092710988

**Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY**

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: BOTTOM FLOOR (FLOOR 1) UNIT 100

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

as appears on file and of record in this office, the pages hereto attached, contain a
true, accurate, and literal copy of the Articles of Formation filed on behalf of WM
Harris L.L.C., as received and filed in the Office of the Secretary of State on
03/06/2023.



20230308000023982

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

03/08/2023

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', written over a horizontal line.

Wes Allen

Secretary of State

STATE OF ALABAMA

**FOREIGN LIMITED LIABILITY COMPANY (LLC)
APPLICATION FOR REGISTRATION**

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, Code of Alabama 1975.

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/organized:
WM Harris L.L.C.

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):

***A fictitious name may be used only if the legal entity name is not available for use in Alabama or the name does not contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC" (10A-1-5.06).**

3. If a fictitious name is used the undersigned certifies the resolution of the LLC's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.

4. ~~A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.~~

5. Street (No PO Boxes) address of principal office: _____

362 Dauphin St Suite A Mobile, AL 36602

Mailing address (if different from street address) _____

(For SOS Use Only)

Alabama	
Sec. Of State	
001-067-210	FLL
Date	03/06/2023
Time	21:49:00
File	\$150.00
County	\$0.00
Total	\$150.00

6.	Entity's jurisdiction of formation: Mississippi (State or Country of formation)
7.	Date of the entity's formation in state/country of jurisdiction: 7 / 27 / 2022 (MM/DD/YYYY)
8.	The undersigned certifies that the foreign entity exists as a valid Limited Liability Company under the laws of the entity's jurisdiction of formation:
9.	Name of registered agent for service of process (MUST be physically located in Alabama): Registered Agents Inc
10.	Street (No PO Boxes) address of registered office of registered agent (MUST be physically located in Alabama): Mailing address in Alabama of registered agent/office (if different from street address)
11.	If the entity registering is a Non Profit LLC, Series LLC or Non-Profit Series LLC. Please check type below: ☐ Non-Profit LLC ☐ Series LLC ☐ Non-Profit Series LLC
12.	The foreign entity began or will begin transacting business in Alabama (a date must be provided): Began or will begin doing business: 3 / 6 / 2023 (MM/DD/YYYY) 3 / 6 / 2023 Whitney Marie Harris Owner
	Date (MM/DD/YYYY) Signature of person authorized to sign per 10A-1-4.01

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:

WM Harris L.L.C.

This name reservation is for the exclusive use of Whitney Harris, 2609 Palmer
Drive, GULFPORT, MS 39507 for a period of one year beginning March 06, 2023
and expiring March 06, 2024



RES077846

**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 06, 2023

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State

State of Mississippi

Certificate of Formation

Acting under the authority vested in me as Secretary of State by the Constitution and Laws of this State,
I do hereby certify the following has satisfied all conditions precedent for formation in this State.

WM Harris L.L.C.



Given this the 27th day of July, Two Thousand and
Twenty-Two, in the Capital City of Jackson, Mississippi
under my Hand and Seal,

Michael Watson



Michael Watson
SECRETARY OF STATE

Invoice Number: 15175785

Invoice Date: 07/27/2022

Customer Information

Cheyenne Moseley

Description	Tracking Number Qty	Item Cost	Amount Paid
LLC - Online	2022338638	\$ 50.00	\$ 50.00
MSI Transaction Fee		\$ 3.14	\$ 3.14
Payment Details			
Invoice Total:			\$ 53.14
Payment Total:			\$ 53.14
Amount Due:			\$ 0.00
Payment Method			
Payment Type: Credit Card			

Include invoice number on all correspondence and send to:

Mississippi Secretary of State's Office
P.O. Box 136
Jackson, MS 39205

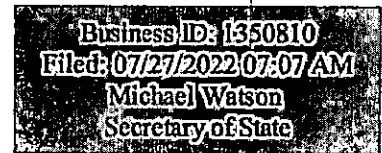
To discuss payment for Corporation items
call:
(601) 359-1633

F0100
Fee: \$ 50



Michael Watson
SECRETARY OF STATE

2022338638



P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

Mississippi Limited Liability Company Certificate of Formation

Business Information

Business Type: Limited Liability Company

Business Name: WM Harris L.L.C.

Business Email:

NAICS Code/Nature of Business

311520 - Ice Cream and Frozen Dessert Manufacturing

Registered Agent

Name: United States Corporation Agents, Inc.

Address:

Signature

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **07/27/2022**.

Name:

Whitney Marie Harris

Member

Address:

Legalzoom.com, Inc.
Organizer

101 N. Brand Blvd., 11th Floor
Glendale, CA 91203

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

Date of this notice: 07-28-2022

Employer Identification Number:
88-3462809

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

WM HARRIS L L C
BUZZED BULL CREAMERY
% WHITNEY MARIE HARRIS SOLE MBR

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-3462809. 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	01/31/2023
Form 940	01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

2024



SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

WM HARRIS LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012194954	08/30/2024	12/31/2024

MOBILE, AL 36602-2420

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: 311520

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

WM Harris L.L.C

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 that 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.

Janis Worthington
Notary Public, Alabama State At Large
My Commission Expires Sep 29, 2024

Sworn to and subscribed before me this 23rd day of July

20
Janis Worthington
Notary Public, Alabama State At Large
My Commission Expires Sep 29, 2024

Notary Printed Name

Notary Signature

Janis Worthington

Janis Worthington

Notary Stamp

Representative

Owner of Property (Print Name)

Applicant Name (Print Name)

Josh Hall

Whitney Harris

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

City, State, Zip

City, State, Zip

Date Agreement Signed

Date Agreement Signed

7/23/24

7/23/2024

| Application Property Ownership

Information for Address: 362 Dauphin St

Parcel Owner / Mailing Address:

G&R Holdings LLC

7672 Riggins Ct

Mobile, AL 36695

Parcel Information:

Parcel: R022906400011083.000 / 762099

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

(Lower Dauphin Street)

PLS Section:

4S1W23

Census Tract:

000200

Zipcode:

36602

--- Public Services ---

Garbage Pickup:

(Commercial Mon, Thu, Sat Residential - Tue / Loop)

Trash Pickup:

(Monday North / 1-TD-10)

Fire District:

(Fire Central Station 3)

Police Precinct/Beat:

(Precinct 5 Beat 50)

--- Political ---

City Council District:

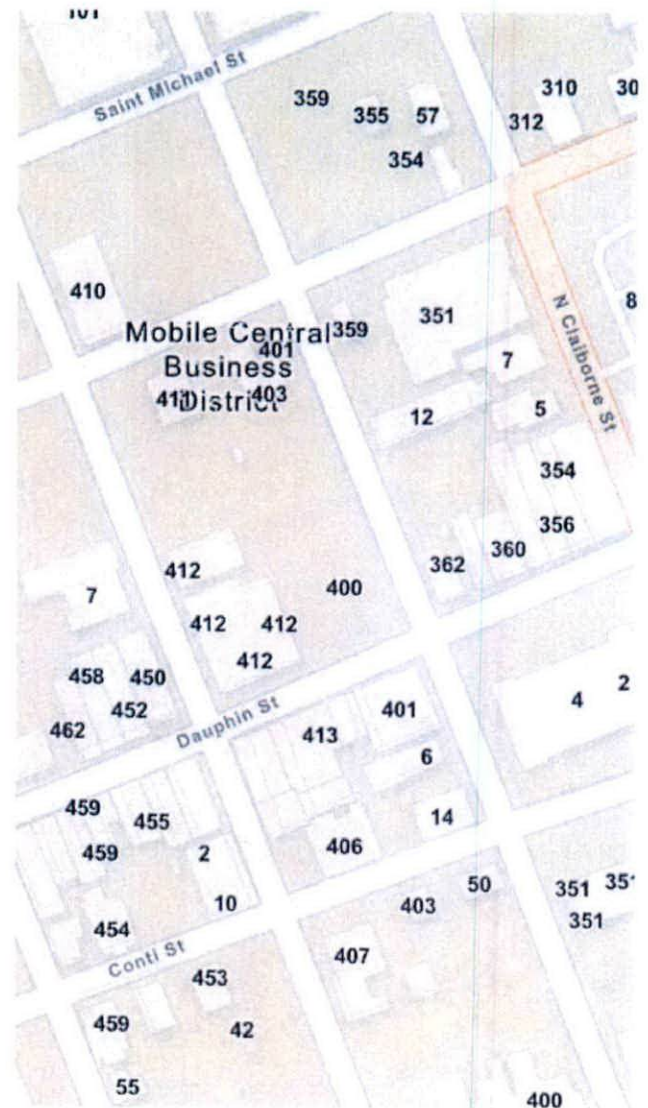
District: (2)

William Carroll - (251) 208-7441

County Commissioner District:

District: (1)

State House District:



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.

Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not

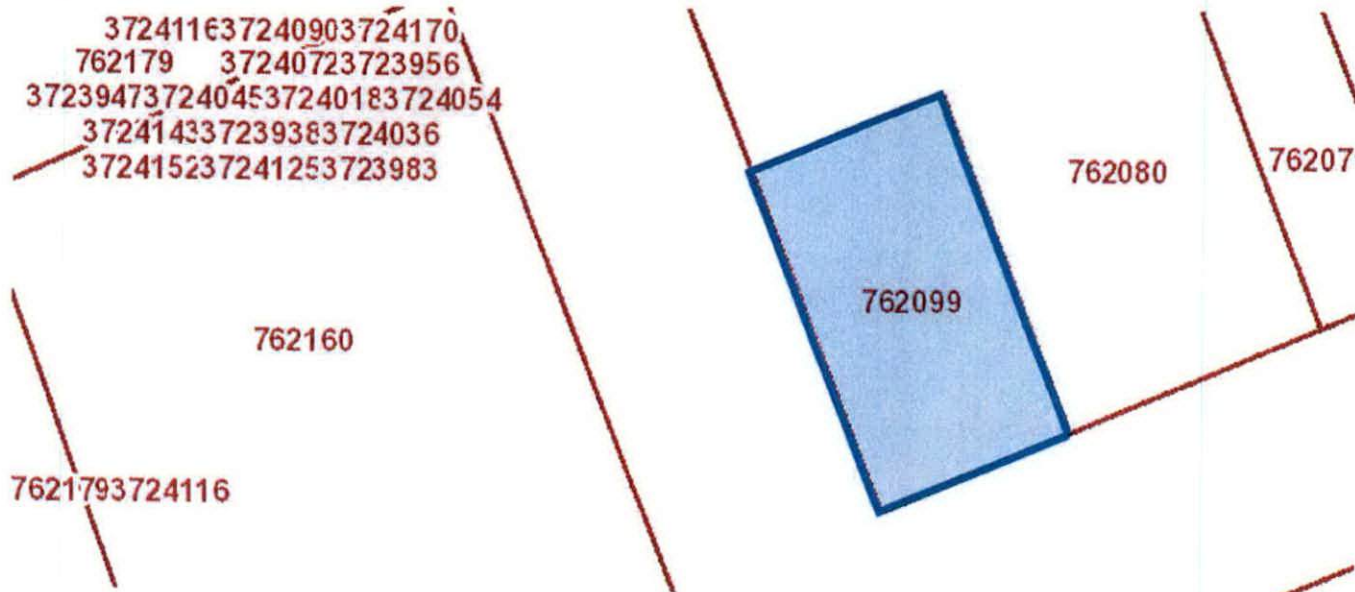
[Application Support](#)

Copyright: City of Mobile
2024

Mobile County Property Search

Key Number: 762099 For Year 2024

Map



Property Details

Account

Key Number:	762099
Legal Description:	BEG AT NE COR OF DAUPHIN & FRANKLIN STS TH ELY ALG N/S OF DAUPHIN ST 46.5 FT TH NLY 80.3 FT TH WLY 46.5 FT TH SLY 80.25 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 011
Parcel Number:	2906400011083XXX
Type:	Real
Property Class:	3

Location

Address: 362 DAUPHIN ST MOBILE, AL 36601

Owner

Name: G&R HOLDINGS LLC

Mailing Address: 7672 RIGGIN CT

MOBILE , AL 36695

Exemptions: For privacy reasons not all exemptions are shown online.



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

WM HARRIS LLC

Trade Name (DBA)

BUZZED BULL CREAMERY

Location Address

362 DAUPHIN STREET FLOOR 1 UNIT 100

Application Number

2024 - 5674

Notice Post Date @ Location

07/23/2024

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

August 6, 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 black ink, appearing to read 'Z. Harris', 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.

Commercial Lease Agreement

by and between

G&R HOLDINGS, LLC

as Landlord

and

WM HARRIS L.L.C.

Trade Name: Buzzed Bull Creamery

as Tenant



MOBILE, ALABAMA

The Lease (the "Lease") is made and entered into the date set forth below as the Commencement Date by and between **G&R Holdings, LLC**, an Alabama limited liability company, ("Landlord") and **WM Harris L.L.C.**, a Mississippi limited liability company ("Tenant").

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord and Tenant, intending to be legally bound hereby, agree with each other as follows:

ARTICLE I: BASIC LEASE PROVISIONS AND DEFINITIONS

Section 1.01. Basic Lease Provisions and Definitions.

Wherever used in the Lease, the following terms shall have the meanings indicated. Each reference in the Lease to any of the Basic Lease Provisions in this Section 1.01 shall be deemed and construed to incorporate all of the terms provided under such Basic Lease Provision, provided that the Basic Lease Provisions shall be controlled by the specific terms and provisions of the Lease relating to the subject matter of the Basic Lease Provision.

The Fry Building and Demised Premises:

The Fry Building: The land and two-story building owned by Landlord known as the Fry Building.

The Fry Building Address: 362 Dauphin St, Mobile, AL 36602

Suite: Floor 1, Unit 100

Demised Premises: Unit 100 of Floor 1 of the Fry Building consisting of 2,114 +/- sq. ft., and, to the extent permitted by law, the area directly outside Unit 100 of the Fry Building to be used as outdoor patio

Landlord and Tenant:

Landlord's Notice Address: Attn: Ritesh Gupta

Tenant's Notice Address:

With a copy of all Tenant notices to:

362 Dauphin St., Unit 100
Mobile, AL 36602
Attn: Whitney Harris

Franchisor's Notice Address: Buzzed Bull Franchising, LLC

Trade Name: Buzzed Bull Creamery

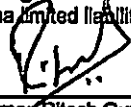
Permitted Use:

Permitted Use: Subject to the terms herein, Tenant shall (a) use and occupy the Demised Premises solely for the purpose of operating a Buzzed Bull Creamery as a fast-casual restaurant serving frozen dessert, coffee, shakes, ice-cream cookie sandwiches, and other ancillary menu items, including, alcoholic beverages (including liquor, wine, and beer) and merchandise associated with Tenant's Trade Name and these menu items described

IN WITNESS WHEREOF, the parties have respectively signed and sealed the Lease as of the day and year first above written.

SIGNATURES:

LANDLORD:
G&R Holdings, LLC
an Alabama limited liability company

By: 
Printed Name: Ritesh Gupta
Title: Manager
Date of Execution: 5/5/2023

TENANT:
WM HARRIS L.L.C.,
a Mississippi limited liability company

By: 
Printed Name: Whitney M. Harris
Title: Managing Member
Date of Execution: 5/4/23

EXHIBIT A: FRY BUILDING

It is understood and agreed that the site plan attached hereto is merely for the purpose of showing the general layout of the Fry Building and the approximate location of the Demised Premises and is not to be deemed to be a warranty, representation or agreement on the part of Landlord that the Fry Building will be exactly as depicted therein or that tenants depicted therein (if any) are now in occupancy or will be in occupancy at any time during the Lease Term. The site plan is not final, is not to scale and is subject to change without notice to Tenant. Nothing contained therein shall be deemed to limit or restrict Landlord's right to change, or alter the Fry Building.





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 WM Harris L.L.C.				Trade Name (DBA) Buzzed Bull Creamery			
Company Physical Address (Street Address, Suite #) 362 Dolphin St. Floor 1 Unit 100				City Mobile	State AL	Zip Code 36602	
Business Contact Person Information							
Name Whitney Marie Harris		Title Member		Phone		Email	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 2114	Parking Provided N/A	Parking Required N/A	Compliance ☒	Zoning T-5.1	Approved ☒		
Comments WITHIN DDD							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler			Date 7-23-2024		

| Planning and Zoning

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

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

Submitted by: Slurp Society Ramen Shop LLC

Location: Slurp Society
609 Dauphin Street
Mobile, AL 36602

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

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
07/23/2024	NEW APPLICATION	2024 - 5670	129456	2	August 6, 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

SLURP SOCIETY RAMEN SHOP LLC

Trade Name (DBA)

SLURP SOCIETY

Location Address

609 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36602

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

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
07/23/2024	NEW APPLICATION	2024 - 5670	129456	2	August 6, 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

SLURP SOCIETY RAMEN SHOP LLC

Trade Name (DBA)

SLURP SOCIETY

Location Address

609 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

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
07/23/2024	NEW APPLICATION	2024 - 5670	129456	2	August 6, 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

SLURP SOCIETY RAMEN SHOP LLC

Trade Name (DBA)

SLURP SOCIETY

Location Address

609 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36602

Contact Person Information				
Name	Title	POA	Phone	Email
WADE A PRICE	MEMBER	NO		

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business?

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 07/23/2024	Application Type NEW APPLICATION	Application Number 2024 - 5670	License Account # 129456	Council District 2	Council Agenda Date August 6, 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 SLURP SOCIETY RAMEN SHOP LLC			Trade Name (DBA) SLURP SOCIETY		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 03/11/2024	SOS Entity ID 001-125-739	State AL	County MADISON
Federal Tax ID (EIN) 99-1852082	Alabama State Sales Tax ID R012173180	Business Phone Number (251) 243-2089			
Physical Address (Street Address, Suite #) 609 DAUPHIN STREET		City MOBILE	State AL	Zip Code 36602	
Mailing Address (Street Address, Suite #, PO Box) 609 DAUPHIN STREET		City MOBILE	State AL	Zip Code 36602	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name WADE A PRICE	Title MEMBER	POA NO	Phone	Email	
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 H WENDELL QUIMBY		Property Owner Phone Number		Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Bldg Square Footage 4,118	Bldg Seating Capacity 75	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	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 WP

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) PRICE, WADE ALEXANDER				Title MEMBER		Driver's License (State, Number) AL 8493972		
Home Address (Street Address, Apt/Unit #) T				City		State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation) WEST PALM BEACH FL USA			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) HALLMARK, CHRISTOPHER LANCE				Title MEMBER		Driver's License (State, Number) AL 6579811		
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?								
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)					
	HALLMARK RESTAURANTS LLC	ROCK N ROLL SUSHI WEST MOBILE						
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 VP

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)	
RAGSDALE, JOSEPH CARLTON		MEMBER		
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
		CULLMAN		
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)			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)	
Additional State of Alabama ABC License(s) not yet listed on Application				
Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

WP

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.

WP

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.

WP

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.

WP

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.

WP

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.

WP

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.

WP

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

Wade Price

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

08/23/24

Title of Person Signing this Application

member

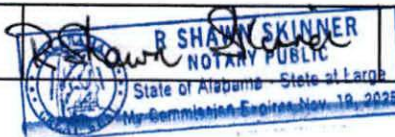
Sworn to and subscribed before me this **23** day of **July** 20 **24**

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 adverting 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:

SLURP SOCIETY RAMEN SHOP LLC dba **SLURP SOCIETY**

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at **609 DAUPHIN STREET**, 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

August 6, 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

July 22, 2024



SLURP SOCIETY RAMEN SHOP LLC

609 DAUPHIN STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 129456 TERRITORY 2

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>
1836483	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

07/23/2024 12:21PM NICKOL H.
041497-0006

BUSINESS LICENSE

SLURP SOCIETY RAMEN SHOP LLC

129456

2024 Item: 1836483

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 *****8720

Ref=402365c9-ce43-4e48-8e5e-f832905008da

Auth=045127

Change due \$0.00

Paid by: PRICE/WADE



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: 20240617132801633

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: **SLURP SOCIETY**

Filing Fee: \$50.00

Applicant: **SLURP SOCIETY RAMEN SHOP LLC**

Transfer Fee:

Location Address: 609 DAUPHIN ST MOBILE, AL 36602

Mailing Address: 609 DAUPHIN ST MOBILE, AL 36602

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-125-759

Do you sell Draft Beer?:

Date Incorporated: 3/11/2024 State incorporated: AL

County Incorporated: MADISON

Date of Authority: 3/11/2024

Federal Tax ID: 99-1852082

Alabama State Sales Tax ID: R012173180

Name:

Title:

Date and Place of Birth:

Residence Address:

	MEMBER		
	MEMBER		
	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: WADE PRICE

Home Phone:

Business Phone: 251-442-4803

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240617132801633

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **H. WENDALL QUIMBY**
What is lessors primary business? **CONSTRUCTION**
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: **4118** Display Square Footage:
Building seating capacity: **75** Does Licensed premises include a patio area? **NO**
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)? **YES**

Name:	Violation & Date:	Arresting Agency:	Disposition:
JOSEPH CARLTON RAGSDALE	DRIVING UNDER INFLUENCE- 06/02/2005	DECATUR POLICE DEPARTMENT	TRAFFIC CLASSES



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240617132801633



Initial each

WP

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.

WP

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

X

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

X

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

X

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

WP

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.

WP

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 26, 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.

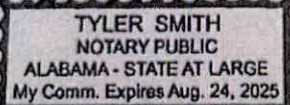
WP

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): Wade Price

Signature of Applicant: *Wade Price*

Notary Name (print):



Notary Signature:

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.353.4340 / ALEA.GOV

KAY IVEY
GOVERNOR
HAL TAYLOR
SECRETARY

September 30th, 2022

Dear Mr. Price,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "W. Avery Morris", is positioned below the word "Respectfully,".

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:8012202755

NAME:PRICE.WADE ALEXANDER

ABI RESULT:NON-IDENT

CERTIFIED COPY
OF ALEA DOCUMENT

FORM A

Name: Wade Price

Business Name: Slurp Society Ramen Shop LLC

Business Location and Tax ID No.: 609 Dauphin St Mobile, AL 36602. 99-1852082

For Official Use Only

FORM A

Citizenship status confirmed by

Date

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☒ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Wade Price, (print name of undersigned)
the undersigned do hereby declare that I am a citizen of the United States of America.

Date 06/18/24

Wade Price

Declarant's Signature



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

May 7, 2024

Dear Mr. Hallmark,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-4400 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxxx
TCN:8002409350
NAME:HALLMARK,CHRISTOPHER LANCE

ABI RESULT:IDENT

CERTIFIED COPY OF ALEA DOCUMENT

05-07-2024 12:14 ALLEA0049 *
*ATN/TCN8002409350 *
*OPR/AFIS *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID *
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 05-07-2024 *
*NAME STATE ID NO. FBI ID NO. *
*HALLMARK,CHRISTOPHER *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
*SOCIAL SECURITY SCARS-MARKS-TATTOOS *
*ALIAS NAMES *
* HALLMARK,CHRISTOPHER LANCE *
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
* * *

*LAST PAGE ON SID *

SEQ # 690 MRI # 40958186



ALABAMA LAW ENFORCEMENT AGENCY

RECORDS AND IDENTIFICATION DIVISION

301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.676.6000 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

May 6th, 2024

Dear Mr. Ragsdale,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

A handwritten signature in black ink, reading "Michael B. Trotter".

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxxx
TCN:8002409329
NAME:RAGSDALE,JOSEPH CARLTON

ABI RESULT:IDENT

05-06-2024 13:41 ALLEA0049 *
*ATN/TCN8002409329 *
*OPR/AFIS *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID *
***** THERE ARE NO MORE INQUIRIES NECESSARY ON THIS *
***** RECORD - ALL ARRESTS ARE IN ALABAMA'S DATA BASE. *
***** NOTICE AND WARNING ***** *
* THIS RECORD IS CONFIDENTIAL AND RESTRICTED *
* FOR USE BY CRIMINAL JUSTICE AGENCIES ONLY. *
* THIS IS NOT THE PUBLIC RECORD OF THE EVENTS *
* DEPICTED AND DISSEMINATION IN VIOLATION OF *
* THIS RESTRICTION WILL SUBJECT THE OFFENDER *
* TO ALL APPLICABLE FEDERAL AND STATE CRIMINAL *
* PENALTIES. THIS DOCUMENT MUST BE SECURED AND *
* DESTROYED BY BURNING OR SHREDDING WHEN NO *
* LONGER NEEDED. *
***** *
*-ALABAMA CRIMINAL HISTORY- REPORT DATE: 05-06-2024 *
*NAME STATE ID NO. FBI ID NO. *
*RAGSDALE,JOSEPH C 272308KC2 *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
* * *
*SOCIAL SECURITY SCARS-MARKS-TATTOOS *
* * *
*ALIAS NAMES *
* RAGSDALE,JOSEPH CARLTON *
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
*01975880 * *
***** *
*ARREST-01 *
* DATE OF ARREST - 06-02-2005 *
* AGENCY - DECATUR POLICE DEPT ORI - AL0520100 *
* NAME - RAGSDALE,JOSEPH C *
* CHARGE 01 - 5404 DRIVING UNDER INFLUENCE LIQUOR-DUI *
* DATE OF OFFENSE - 06-02-2005 *
*TOTAL NUMBER OF ARRESTS- 1 *
*RECORD LAST UPDATED 05/06/2024 *
*ALL ALABAMA ARRESTS RECEIVED BY ACJIC ARE INCLUDED *
*IN THIS REPORT. WHEN EXPLANATION OF A CHARGE OR *
*DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH *
*THE ARRESTING AGENCY THAT FURNISHED THE DATA. *
*RECORD IS CONFIDENTIAL AND INTENDED FOR USE *
*BY CRIMINAL JUSTICE AGENCIES ONLY. *

**CERTIFIED COPY
OF
ALEA DOCUMENT**

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:

Slurp Society Ramen Shop 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): United States Corporation Agents, Inc.

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

*COUNTY of above address:

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	
001-125-759	DLL
Date	03/11/2024
Time	22:24:00
File	\$100.00
County	\$100.00

Total	\$200.00

Want to make changes?

Since this business info is officially registered with the state, you'll have to file an amendment to make changes. Don't worry, we can help.

File an amendment

Overview

Ownership

Owners

joseph Ragsdale	40%
-----------------	-----

lance hallmark	40%
----------------	-----

Wade Price	20%
------------	-----

List of Current Members

The following individuals are the only members of: Slurp Society Ramen Shop LLC

NAME: Wade Price

TITLE: Member

NAME: Lance Hallmark

TITLE: Member

NAME: Joe Ragsdale

TITLE: Member

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

Wade Price
PRINTED NAME OF MEMBER

[Signature]
SIGNATURE OF MEMBER

05/08/24
DATE

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:

Slurp Society Ramen Shop LLC

This name reservation is for the exclusive use of Legalzoom.com, Inc., 101 N
Brand Blvd., 11th Fl, Glendale, CA 91203 for a period of one year beginning
March 11, 2024 and expiring March 11, 2025



RES145014

**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 11, 2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen", is written over a horizontal line.

Wes Allen

Secretary of State



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

Date of this notice: 03-12-2024

Employer Identification Number:
99-1852082

Form: SS-4

Number of this notice: CP 575 A

SLURP SOCIETY RAMEN SHOP LLC
WADE PRICE NBR

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-1852082. 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	07/31/2024
Form 940	01/31/2025
Form 1065	03/15/2025

Your Form 2290 becomes due the month after your vehicle is put into use.

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.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

SLURP SOCIETY RAMEN SHOP LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012173180	08/10/2024	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):

609 DAUPHIN ST MOBILE AL 36602-1707



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 <u>251.574.8535</u> 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 Slurp Society Ramen Shop LLC

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

Notary Stamp	Owner of Property (Print Name)	Applicant Name (Print Name)
--------------	--------------------------------	-----------------------------

Wendell Quimby

Wade Price

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

609 Dauphin St

609 Dauphin St

City, State, Zip

City, State, Zip

Mobile AL 36602

Mobile AL 36602

Date Agreement Signed

Date Agreement Signed

06/16/24

06/16/24

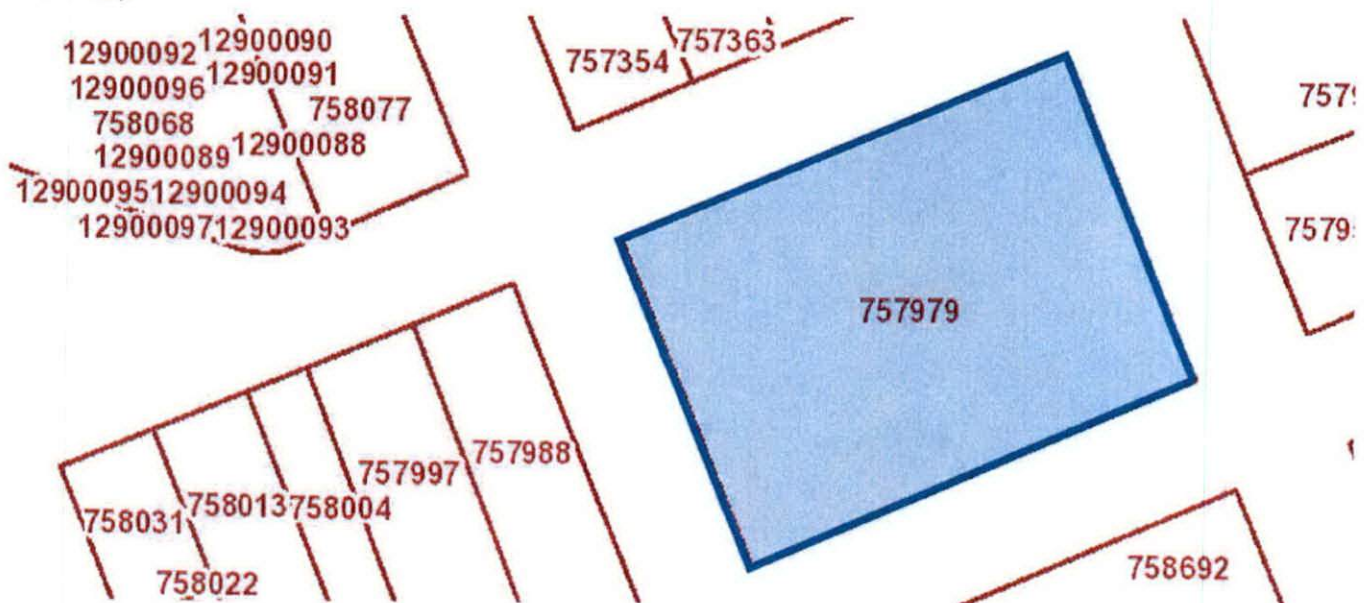
[Search for New Address](#)

Page 644 of 1266

Mobile County Property Search

Key Number: 757979 For Year 2024

Map



Property Details

Account

Key Number: 757979

Legal Description: BEG NE COR CONTI & DEARBORN STS TH ELY 217.2 FT(D) 209 FT(S) TH NLY 155.85 FT(D) 150 FT(S) TH WLY 217.1 FT (D) 209 FT(S) TH SLY 154 FT TO POB BEING GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 010

Parcel Number: 2906400010123XXX

Type: Real

Property Class: 3

Location

Address: 605 DAUPHIN ST MOBILE, AL 36602

Owner

Name: QUIMBY H WENDELL

Mailing Address: PO BOX 6673

MOBILE , AL 36660-0673

Exemptions: For privacy reasons not all exemptions are shown online.



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

SLURP SOCIETY RAMEN SHOP LLC

Trade Name (DBA)

SLURP SOCIETY

Location Address

609 DAUPHIN STREET

Application Number

2024 - 5670

Notice Post Date @ Location

07/23/2024

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

August 6, 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


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.

LEASE AGREEMENT

STATE OF ALABAMA
COUNTY OF MOBILE

This agreement entered into this 15th day of March, 2024 by and between H. WENDELL QUIMBY, (hereinafter referred to as LANDLORD), and Slurp Society Ramen Shop, LLC (hereinafter referred to as TENANT), concerning the following described property in Mobile County, Alabama, to-wit:

609 Dauphin St. Mobile, AL 36602
consisting of approximately 4,118
square feet (the "LEASED PREMISES")
See EXHIBIT A

LANDLORD does hereby demise, lease and let unto TENANT, its successors and assigns, the above described real property together with the improvements thereon, on the following terms and conditions:

1. USE

The LEASED PREMISES shall be used and occupied by TENANT as a restaurant and bar principally for the sale of food and beverages and other items generally sold by a restaurant and bar, catering of special events, (i.e. wedding receptions, etc). on or of the premises and for such other purposes as may be, from time to time, customarily conducted by TENANT in its business (including without limitation the sale of clothing and or other promotional merchandising). Additionally, TENANT shall be permitted to offer its customers live music within the demised premises provided, however, that TENANT comply with all local noise ordinances.

2. TERM

The initial term of this lease shall be THIRTY-SIX (36) months (3 years) from the date of execution hereof commencing at 12:01 a.m. on the 15th day of March, 2024, and shall end at midnight o the 28th day February, 2027, unless renewed or extended as hereinafter provided. LANDLORD covenants to keep TENANT in quiet and peaceable

30. BUSINESS NAME AND MENU OPTIONS

The name of TENANT'S restaurant operation shall not include any reference to seafood. TENANT agrees that TENANT'S menu will not offer more than 49% of seafood items. TENANT agrees that TENANT'S menu will not include sushi.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals or caused this instrument to be executed by their duly authorized officers or members this the 7th of February 2024.



Witness



H, Wendell Quimby, Landlord

Witness

Slurp Society Ramen Shop, LLC

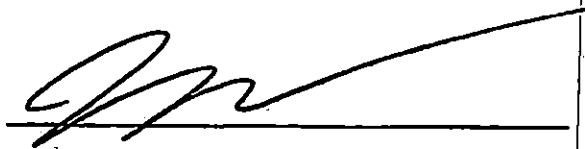
BY: 

by:, Wade Alexander Price
Its Managing Member

BY: _____
by: Christopher Lance Hallmark

PERSONAL GUARANTY

FOR VALUE RECEIVED, I guarantee payment of the Lease for a period of three years (3) from its date of inception, accepting all its provisions. The Landlord shall not be required to look to the Tenant for the payment of this Lease, but may proceed against me immediately upon a default in payment or otherwise



Guarantor; Wade Alexander Price

Guarantor; Christopher Lance

Hallmark

**THIS INSTRUMENT PREPARED BY:
NOEL J. NELSON Attorney at Law
Post Office Box 2573
Mobile, Alabama 36652
(251) 433-7272**



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 Slurp Society Ramen Shop LLC				Trade Name (DBA) Slurp Society			
Company Physical Address (Street Address, Suite #) 609 Dauphin St				City Mobile	State AL	Zip Code 36602	
Business Contact Person Information							
Name Wade Price		Title member	Phone		Email		
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 4118	Parking Provided N/A	Parking Required N/A	Compliance Yes		Zoning T-5.1	Approved Yes	
Comments							
Print Name Payton Rogers		Signature 			Date 7/24/24		
Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2024.07.24 12:56:41-05'00'							

EXHIBIT A

See LEASED PREMISES inside red perimeter
609 Dauphin St. Mobile, AL 36602
Approximately 4,118 square feet



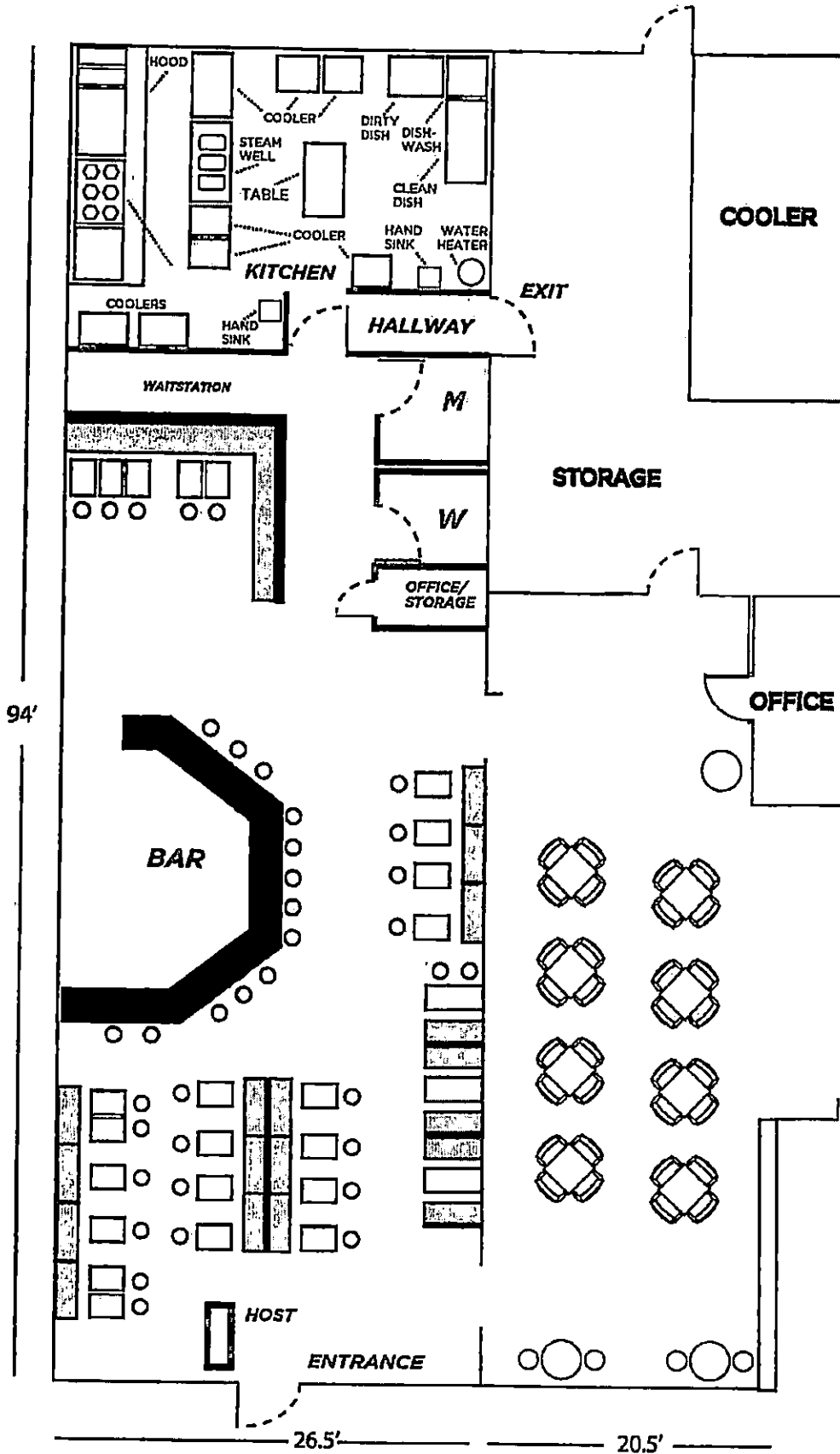
*Lease for 609 Dauphin St. Mobile, AL 36602

14 of 14

609 DAUPHIN ST MOBILE, AL 36602
4372 SQ FEET

Slurp Society Race Shop
06/17/24

WCh



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

Submitted by: SOUTHERN LEGACIES INC.

Location: AMICI
7899 Cottage Hill Road, Suite A
Mobile, AL 36695

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
07/26/2024	NEW APPLICATION	2024 - 5675	129623	6	August 6, 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

SOUTHERN LEGACIES INC

Trade Name (DBA)

AMICI

Location Address

7899 COTTAGE HILL ROAD STE A

City, State, Zip Code

MOBILE AL 36695

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
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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

SOUTHERN LEGACIES INC

Trade Name (DBA)

AMICI

Location Address

7899 COTTAGE HILL ROAD STE A

City, State, Zip Code

MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

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
07/26/2024	NEW APPLICATION	2024 - 5675	129623	6	August 6, 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

SOUTHERN LEGACIES INC

Trade Name (DBA)

AMICI

Location Address

7899 COTTAGE HILL ROAD STE A

City, State, Zip Code

MOBILE AL 36695

Contact Person Information				
Name	Title	POA	Phone	Email
BROOKE B GOFF	DIRECTOR	NO		-

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 08/20/2024

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 07/26/2024	Application Type NEW APPLICATION	Application Number 2024 - 5675	License Account # 129623	Council District 6	Council Agenda Date August 6, 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 SOUTHERN LEGACIES INC			Trade Name (DBA) AMICI		
Business Structure Type CORP - CORPORATION		Incorporation Date 08/09/2017	SOS Entity ID 399-048	State AL	County MOBILE
Federal Tax ID (FEIN) 82-2479528	Alabama State Sales Tax ID R009860376		Business Phone Number (251) 287-1851		
Physical Address (Street Address, Suite #)			City	State	Zip Code
Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Primary Business Activity at the Location Explain (other) RESTAURANT			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name BROOKE B GOFF	Title DIRECTOR	POA NO	Phone	Email	
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 CYNAZ INC			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City ALAMO	State CA	Zip Code 94507
Bldg Square Footage 4,439	Bldg Seating Capacity 75	Restroom Facilities YES	Patio Area YES	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					

ABC Application 1

Applicant/POA Initials BG SM

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) GOFF, BROOKE BOSARGE			Title DIRECTOR		Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)			City		State
Date of Birth			Place of Birth (City, State, Nation)		Social Security Number
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?			Mobile/Phone Number		
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?					
YES			If Yes, Legal Business Name Business DBA Physical Location Address (Street, City, Zip Code) SOUTHERN LEGACIES INC DOMKE MARKET 35		
Full Name (Last, First, Middle) MCCULLOUGH, SHANE ALLEN			Title DIRECTOR		Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)			City		State
Date of Birth			Place of Birth (City, State, Nation)		Social Security Number
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?			Mobile/Phone Number		
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?					
YES			If Yes, Legal Business Name Business DBA Physical Location Address (Street, City, Zip Code) SOUTHERN LEGACIES INC DOMKE MARKET 15		
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
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

BG _____

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.

BG _____

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.

BG _____

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.

BG _____

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.

BG _____

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.

BG _____

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.

BG _____

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

Brooke Goff / Shane McCulloch

7/26/24

Owner/Applicant/POA Signature

Title of Person Signing this Application

Brooke Goff

Director

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

Notary Person Printed Name

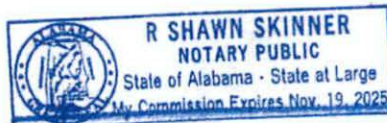
Notary Person Signature

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 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:

SOUTHERN LEGACIES INC

dba

AMICI

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at **7899 COTTAGE HILL ROAD STE A**, 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

August 6, 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

July 26, 2024



AMICI TRATTORIA WINE BAR AND MARKET
7899 COTTAGE HILL ROAD
UNIT A
MOBILE, AL 36695 USA
ACCOUNT NUMBER: 129623 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>
1837023	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

07/26/2024 02:13PM SAVALIA G
041535-0021

BUSINESS LICENSE

SOUTHERN LEGACIES INC
129623

2024 Item: 1837023

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

Visa *****5276

Ref=925bd583-69b4-4e06-ae8f-3344a1194d62

Auth=09465G

Change due \$0.00

Paid by: GOFF/BROOKE



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
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240723101033773

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: AMICI

Filing Fee: \$50.00

Applicant: SOUTHERN LEGACIES INC

Transfer Fee:

Location Address: 7899 COTTAGE HILL RD STE A MOBILE, AL 36695

Mailing Address:

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: CORPORATION

Book, Page, or Document info: 399-048

Do you sell Draft Beer?:

Date Incorporated: 08/09/2017 State incorporated: AL

County Incorporated: MOBILE

Date of Authority:

Federal Tax ID: 82-2479528

Alabama State Sales Tax ID: R009860376

Name:	Title:	Date and Place of Birth:	Residence Address:
	DIRECTOR		
	DIRECTOR		

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: BROOKE GOFF

Home Phone:

Business Phone: 251-287-1851

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240723101033773

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: CYNAZ INC

What is lessors primary business? COMMERCIAL 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: 4500 Display Square Footage:

Building seating capacity: 75 Does Licensed premises include a patio area? YES

License Structure: SINGLE STRUCTURE License covers: OTHER

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: 20240723101033773

**Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY**

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

What is the applicant(s) primary source of funding?: LOAN AND INDIVIDUAL

License Covers: SUITE A



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240723101033773

Initial each

☒ BG

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ BG

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ BG

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.

☒ BG

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.

☒ BG

In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.

☒ BG

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒ BG

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.

☒ BG

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.

☒ BG

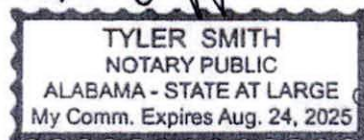
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): **Brooke Goff**

Signature of Applicant: **Brooke Goff**

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20240723101033773**
Application Payment Confirmation Number: **101885620**

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: MOBILE
Business Type: CORPORATION
Trade Name: AMICI
Applicant Name: SOUTHERN LEGACIES INC
Location Address: 7899 COTTAGE HILL RD STE A
MOBILE, AL 36695

Mailing Address:

Contact Person:
Contact Home Phone:
Contact Business Phone:
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: OWNER



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
Mississippi Bureau of Investigation
Mississippi Criminal Information Center

Brooke Goff

To Whom It May Concern:

The Mississippi Criminal Information Center (MCIC) of the Mississippi Bureau of Investigation (MBI) has completed the following fingerprint and/or name-based submission on the following:

GOFF, BROOKE BOSARGE

On July 01, 2024, the Mississippi Criminal Information Center (MCIC) conducted a fingerprint and/or name-based search for this individual. The search revealed **NO PRIOR ARREST** data at the MCIC.

On that same date, the MCIC conducted a search of the **Mississippi Sex Offender Registry** system. **NO REGISTRATION RECORD**

This criminal background check reflects information contained in the criminal history file of MCIC on the date it was prepared. If information is needed later, a new inquiry must be made.

Use of this information is subject to state and federal law and is limited to the purpose stated in the inquiry. Misuse is subject to criminal and civil penalty.

Respectfully,

S. STAPLETON

Background and Special Processing Division

3891 Highway 468 West • Pearl, MS 39208 • Tel: (601) 933-2600 • Fax: (601) 933-2660

Scanned with CamScanner



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
Mississippi Bureau of Investigation
Mississippi Criminal Information Center**

Brooke Goff
Attn: Brooke Goff

To Whom It May Concern:

The Mississippi Criminal Information Center (MCIC) of the Mississippi Bureau of Investigation (MBI) has completed the following fingerprint and/or name-based submission on the following:

MCCULLOUGH, SHANE ALLEN

On July 01, 2024, the Mississippi Criminal Information Center (MCIC) conducted a fingerprint and/or name-based search for this individual. The search revealed **NO PRIOR ARREST** data at the MCIC.

On that same date, the MCIC conducted a search of the **Mississippi Sex Offender Registry** system. **NO REGISTRATION RECORD**

This criminal background check reflects information contained in the criminal history file of MCIC on the date it was prepared. If information is needed later, a new inquiry must be made.

Use of this information is subject to state and federal law and is limited to the purpose stated in the inquiry. Misuse is subject to criminal and civil penalty.

Respectfully,

S. STAPLETON
Background and Special Processing Division

3891 Highway 468 West • Pearl, MS 39208 • Tel: (601) 933-2600 • Fax: (601) 933-2660

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
AMENDMENT TO CERTIFICATE OF INCORPORATION

PURPOSE: In order to amend a Business Corporation's Certificate of Incorporation under Section 10A-2A-10.06 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The name of the corporation from the Certificate of Incorporation:

Southern Legacies, Inc

2. The date the Certificate of Incorporation was filed: 08 / 09 / 2017 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 399 - 048 **TO OBTAIN ID NUMBER** Go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

4. The titles, dates, and places of filing of any previous Amendments:

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached. Any instrument not ascertainable by information contained within the filing instrument must be attached pursuant to 10A-2A-10.06(a)(5)(3)]

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as an Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

(For SOS Use Only)

Alabama
Sec. Of State
399-048 D/C
Date 11/03/2021
Time 08:03:22
File \$100.00
Exp -----
Total \$100.00

DOMESTIC BUSINESS CORPORATION AMENDMENT

5. The following amendment was adopted on 11 / 03 / 2021 (format MM/DD/YYYY):

See attached

☐ Additional Amendments and the dates on which they were adopted are attached.

Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.

6. ☒ The board of directors without stockholder action approved the Amendment. Stockholder action was not required.
7. ☐ The stockholders approved the Amendment. The total number of votes entitled to be cast was _____ (information is required for item a or b). Complete one of the following:
- a. The total number of votes cast for amendment was _____ and the total number of votes cast against amendment was _____.
- b. The total number of undisputed votes cast for amendment was _____ which was a sufficient number of votes to approve amendment.
8. ☐ Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

11 / 03 / 2021
Date (MM/DD/YYYY)

mbm
Signature as required by 10A-2A-1.20

Attorney in Fact.

Typed Title/Capacity to Sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name
Southern Legacies, Inc

Entity ID
399-048

Type
Business Corporation

Formation Date
2017-08-09

Directors and Addresses

Original

Director

Street Address

Mailing Address

GOFF, BROOKE

FALLON, LISA

Amended

Director

Street Address

Mailing Address

GOFF, BROOKE

FALLON, LISA

(No
change)

(Deleted)

From: Brooke Goff
Sent: Monday, November 1, 2021 10:42 AM
To:
Cc: Lisa Fallon
Subject: Southern Legacies, Inc . Corporation Amendment

Mechelle,

Southern Legacies Inc requests a business corporation amendment to remove Lisa Fallon as an incorporator and director of the company.

The board voted on this on 1/01/2018 and Brooke Goff shall retain all 100 shares of the corporation.

Thank you,
Brooke Goff

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
AMENDMENT TO FORMATION/ARTICLES

PURPOSE: In order to amend a Business Corporation's (formerly known as For-Profit Corporation) Certificate of Formation/Articles of Incorporation under Section 10A-2-10.06 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the corporation was initially formed/incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the corporation's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the Secretary of State for the state filing fee of \$50.00 and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link - you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

- The name of the corporation from the Certificate of Formation/Articles of Incorporation:
Southern Legacies, Inc.
- The date the Certificate of Formation was filed in the county: 08 / 09 / 2017 (format MM/DD/YYYY)
- The titles, dates, and places of filing of any previous Amendments: None
Attach a listing if necessary.
- Alabama Entity ID Number (Format: 000-000): 399 - 048 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity - this verification step is strongly recommended.

This form was prepared by: (type name and full address)

Brooke Geoff

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature [Signature]
C. Mark Erwin, Chief Clerk

Date 09/05/2017

RECORDED

SEP 01 2017

SECRETARY OF STATE
DB Corporation - 6/2016

page 1 of 2



2017048782 1/2
BK: LR7548 Pg:325
Document Type: PAMD

Mobile County, Alabama
I hereto certify this instrument
filed on 08/26/2017 01:17:23 PM
Don Davis, Probate Judge
Dead Tax \$ 00
Mortgage Tax \$ 00
Mineral Tax \$ 00
No Tax \$ 00
Judge Fee \$ 00
S.R. Fee \$ 22.00
Surcharge Fee \$ 00
Recording Fee \$ 25.00
TOTAL \$ 25.00

2017048782
BK LR7548
Pg 325

(For County Probate Office Use Only)

(For SOS Use Only)

Alabama
Sec. Of State

Entity Change
399-048 D/C
Date 9/01/2017
Time 10:15
170901 2 Pg
File \$50.00
Ackn \$.00
Exp \$.00
Total \$50.00
06/006

DOMESTIC BUSINESS CORPORATION AMENDMENT

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.]

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as an Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a) (2) to effect the change in the public records database.]

5. The following amendment was adopted on 08 / 22 / 2017 (format MM/DD/YYYY):

The purpose for which corporation if formed will now read: To conduct any lawful business allowed within the State
of Alabama including but not limited to retail sales.

☐ Additional Amendments and the dates on which they were adopted are attached.

Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.

6. ☐ The board of directors without shareholder action approved the Amendment. Shareholder action was not required.

7. ☒ The shareholders approved the Amendment. The total number of votes entitled to be cast was 2
(information is required for item a or b). Complete one of the following:

a. The total number of votes cast for amendment was 2 and the total number of votes cast against amendment was 0.

b. The total number of undisputed votes cast for amendment was _____ which was a sufficient number of votes to approve amendment.

8. ☐ Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

08 / 22 / 2017
Date (MM/DD/YYYY)

Brooke Geoff
Signature as required by 10A-2-1.20

Brooke Geoff
Typed Name of Above Signature

President
Typed Title/Capacity to Sign under 10A-2-1.20

STATE OF ALABAMA

**DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF FORMATION**

PURPOSE: In order to form a Business Corporation (formerly known as For-Profit Corporation) under Section 10A-1-3.05 and 10A-2-2.02 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the corporation's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Submit one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the corporation's registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00 and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is issued.** Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link - you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your corporation will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the corporation (must contain the word "corporation" or "incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Title 10A-1-5.04):

Southern Legacies, Inc.

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

This form was prepared by: (type name and full address)

Brooke Goff

RECEIVED DATE

AUG 18 2017

SECRETARY OF STATE

DB Corp Cert of Formation - 6/2016 OF ALABAMA Page 1 of 3



2017045167 1/4
Bk: LR7541 Pg: 1029
Document Type: PINC

Mobile County, Alabama
I hereto certify this instrument
filed on 08/09/2017 12:19:04 PM
Don Davis, Probate Judge
Deed Tax: \$ 00
Mortgage Tax: \$ 00
Mineral Tax: \$ 00
No Tax: \$ 00
Judge Fee: \$ 00
S.R. Fee: \$ 2.00
Surcharge Fee: \$ 00
Recording Fee: \$ 51.00
TOTAL: \$ 53.00
2017045167
Bk: LR7541
Pg: 1029

(For County Probate Office Use Only)

(For SOS Office Use Only)

Alabama
Sec. Of State

New Entity
399-048 D/C
Date 8/18/2017
Time 10:29
170816 4 Pg

File \$100.00
Ackn \$.00
Exp \$.00

Total \$100.00
03/002

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

3. Street (No PO Boxes) address of principal office of the corporation: _____

Mailing address of principal office (if different from street address): _____

4. The name of the Registered Agent: Brooke Goff

Street (No PO Boxes) address of Registered Agent: _____ 95

Mailing address of Registered Agent (if different from street address): _____

5. Purpose for which corporation is formed: Retail

_____; the
purpose includes the transaction of any lawful business for which corporations may be incorporated in
Alabama under Title 10A, Chapter 2 of the Code of Alabama.

6. Number of Shares the corporation is authorized to issue: 100 Par Value _____
(Par value is optional information and does not have to be completed.)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): Brooke Goff & Lisa Fallon

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) - (if
different from street address): _____

Attach a listing if more Incorporators need to be added.

9. Director's Name: Brooke Goff

Street (No PO Boxes) address of Director: _____

Mailing address of Director(s) - (if different
from street address): _____

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

Director's Name: Lisa Fallon

Street (No PO Boxes) address of Director: _____

_____ Mailing address of Director(s) - (if different
from street address): _____

Director's Name: _____

Street (No PO Boxes) address of Director: _____

_____ Mailing address of Director(s) - (if different
from street address): _____

Attach listing if more Directors need to be added.

10. A director has no liability to the corporation or its shareholders 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 shareholders; (C) a violation of Section 10A-2-8.33; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its shareholders.

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

08 / 09 / 2017

Date (MM/DD/YYYY)

Brooke Goff

Signature as required by 10A-2-1.20

Brooke Goff

Typed Name of Above Signature

Director Incorporator

Typed Title/Capacity to Sign under 10A-2-1.20

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature

C. Mark Erwin
C. Mark Erwin, Chief Clerk

Date

08 / 09 / 2017

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:

Southern Legacies, Inc

This name reservation is for the exclusive use of Brooke Goff, 720 Schillinger Rd
S #8, Mobile, AL 36695 for a period of one year beginning August 09, 2017 and
expiring August 09, 2018

Total	\$100.00
File	\$100.00
Acqn	\$0.00
Exp	\$0.00
New Entity	D/C
399-048	8/18/2017
Date	10:29
Time	4 Pg
170818	
Sec. Of State	



RES768022

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

August 09, 2017

Date

A handwritten signature in dark ink, appearing to read "J. H. Merrill".

John H. Merrill

Secretary of State

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
AMENDMENT TO CERTIFICATE OF INCORPORATION

PURPOSE: In order to amend a Business Corporation's Certificate of Incorporation under Section 10A-2A-10.06 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Corporation:

Southern Legacies, Inc

2. The date the Certificate of Incorporation was filed: 08 / 09 / 2017 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 000 - 399 - 048 **TO OBTAIN ID NUMBER**, go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

4. The titles, dates, and places of filing of any previous amendments: See attached

(For SOS Use Only)

Alabama	
Sec. Of State	
000-399-048	D/C
Date	04/24/2024
Time	10:25:22
File	\$100.00

Total	\$100.00

DOMESTIC BUSINESS CORPORATION AMENDMENT

5. The following amendment was adopted on 04 / 24 / 2024 (format MM/DD/YYYY):

See attached



Additional Amendments and the dates on which they were adopted are attached.

*Be very specific about what must be changed if you are amending existing information.

*If the amendment includes a name change, a copy of the **Name Reservation Certificate** issued by the Office of Secretary of State **must be attached**.

*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). **Agent information will NOT be changed with an amendment.**

*Any instrument not ascertainable by information contained within the filing instrument must be attached pursuant to 10A-2A-10.06(a)(5)(3).

Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.

6. ☐ The board of directors without stockholder action approved the Amendment. Stockholder action was not required.
7. ☒ The stockholders approved the Amendment. The total number of votes entitled to be cast was _____ (information is required for item a or b). Complete one of the following:
- a. The total number of votes cast for amendment was 1 and the total number of votes cast against amendment was 0.
- b. The total number of undisputed votes cast for amendment was _____ which was a sufficient number of votes to approve amendment.
8. ☐ Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

04 / 24 / 2024

Date (MM/DD/YYYY)

Mechelle Musgrove

Signature as required by 10A-2A-1.20

Attorney in Fact

Title/Capacity to Sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name
Southern Legacies, Inc

Entity ID
000-399-048

Type
Business Corporation

Formation Date
2017-08-09

Directors and Addresses

Original

Director

Street Address

Mailing Address

GOFF, BROOKE

Amended

Director

Street Address

Mailing Address

GOFF, BROOKE

(No
change)

Shane McCullough

(Added)

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
AMENDMENT TO CERTIFICATE OF INCORPORATION

PURPOSE: In order to amend a Business Corporation's Certificate of Incorporation under Section 10A-2A-10.06 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The name of the corporation from the Certificate of Incorporation:

Southern Legacies, Inc

2. The date the Certificate of Incorporation was filed: 08 / 09 / 2017 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 399 - 048 **TO OBTAIN ID NUMBER** Go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

4. The titles, dates, and places of filing of any previous Amendments:

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached. Any instrument not ascertainable by information contained within the filing instrument must be attached pursuant to 10A-2A-10.06(a)(5)(3)

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as an Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

(For SOS Use Only)

Alabama
Sec. Of State
399-048 D/C
Date 11/03/2021
Time 08:03:22
File \$100.00
Exp -----
Total \$100.00

DOMESTIC BUSINESS CORPORATION AMENDMENT

5. The following amendment was adopted on 11 / 03 / 2021 (format MM/DD/YYYY):

See attached

☐

Additional Amendments and the dates on which they were adopted are attached.

Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.

6. ☒ The board of directors without stockholder action approved the Amendment. Stockholder action was not required.

7. ☐ The stockholders approved the Amendment. The total number of votes entitled to be cast was _____ (information is required for item a or b). Complete one of the following:

a. The total number of votes cast for amendment was _____ and the total number of votes cast against amendment was _____.

b. The total number of undisputed votes cast for amendment was _____ which was a sufficient number of votes to approve amendment.

8. ☐ Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

11 / 03 / 2021

Date (MM/DD/YYYY)

mbm

Signature as required by 10A-2A-1.20

Attorney in Fact

Typed Title/Capacity to Sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name
Southern Legacies, Inc

Entity ID
399-048

Type
Business Corporation

Formation Date
2017-08-09

Directors and Addresses

Original

Director

Street Address

Mailing Address

GOFF, BROOKE

FALLON, LISA

Amended

Director

Street Address

Mailing Address

GOFF, BROOKE

(No
change)

FALLON, LISA

(Deleted)

From: Brooke Goff

Sent: Monday, November 1, 2021 10:42 AM

Cc: Lisa Fallon

Subject: Southern Legacies, Inc . Corporation Amendment

Mechelle,

Southern Legacies Inc requests a business corporation amendment to remove Lisa Fallon as an incorporator and director of the company.

The board voted on this on 1/01/2018 and Brooke Goff shall retain all 100 shares of the corporation.

Thank you,
Brooke Goff



Mechelle Musgrove <mechellebksaresq@gmail.com>

Southern Legacies, Inc. Amendment

Brooke

Thu, Apr 18, 2024 at 4:10 PM

To: '

ebuksaresq@gmail.com>, Shane McCullough <shane@mccullougheng.com>

Mechelle,

Southern Legacies Inc. requests a business corporation amendment to add Shane McCullough as an incorporator and vice president of the company.

The board voted on this on 4/18/2024. Brooke Goff shall retain 50 shares of the corporation and Shane McCullough shall purchase 50 shares in the amount of \$8,000.

Thank you,
Brooke

Sent from my iPhone



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

SOUTHERN LEGACIES INC

8

Date of this notice: 08-15-2017

Employer Identification Number:
82-2479528

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-2479528. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

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 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*.



2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

SOUTHERN LEGACIES INC
DBA DOMKE MARKET

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R009860376	01/1/2024	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: 445320

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES, TO THE FOLLOWING LOCATION(S):

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 community of Mobile and in the county of Mobile State of Alabama.

PHYSICAL ADDRESS OF PROPERTY:

7899 COTTAGE HILL RD,
MOBILE, ALABAMA 36695



Property Owner

7/24/24

Date

The above described property has been rented, leased, sub-leased, or otherwise surrendered to _____ who has applied for an Alabama ABC license at this location.

This property is Leased () Rented () at a monthly rate of _____.

This lease shall commence on _____ and terminate on _____.

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

Owner/Lessor

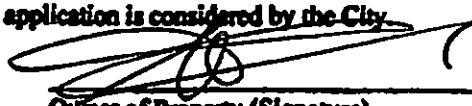
My Commission Expires

Licensee

**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.

7/24/24
Date


Owner of Property (Signature)

SARFARAZ QURESHI
Print Name of Property Owner

2733 DANVILLE BLVD
Address

ALAMO, CA 94507
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.

Date

Applicant's Signature

Print Name of Applicant

Address

City State Zip

Information for Address: 7899
Cottage Hill Rd[arch for New Addre](#)**Parcel Owner / Mailing Address:**

Cynaz Inc
2733 Danville Blvd
Alamo, Ca 94507

Parcel Information:

Parcel: R023401014000002.004 /
2753657

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood
Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

5S3W01

Census Tract:

006804

Zipcode:

36695

--- Public Services ---**Garbage Pickup:**

(Friday West - Mcduffie / Md1)

Trash Pickup:

(Wednesday South / 8-TD-MD5)

Fire District:

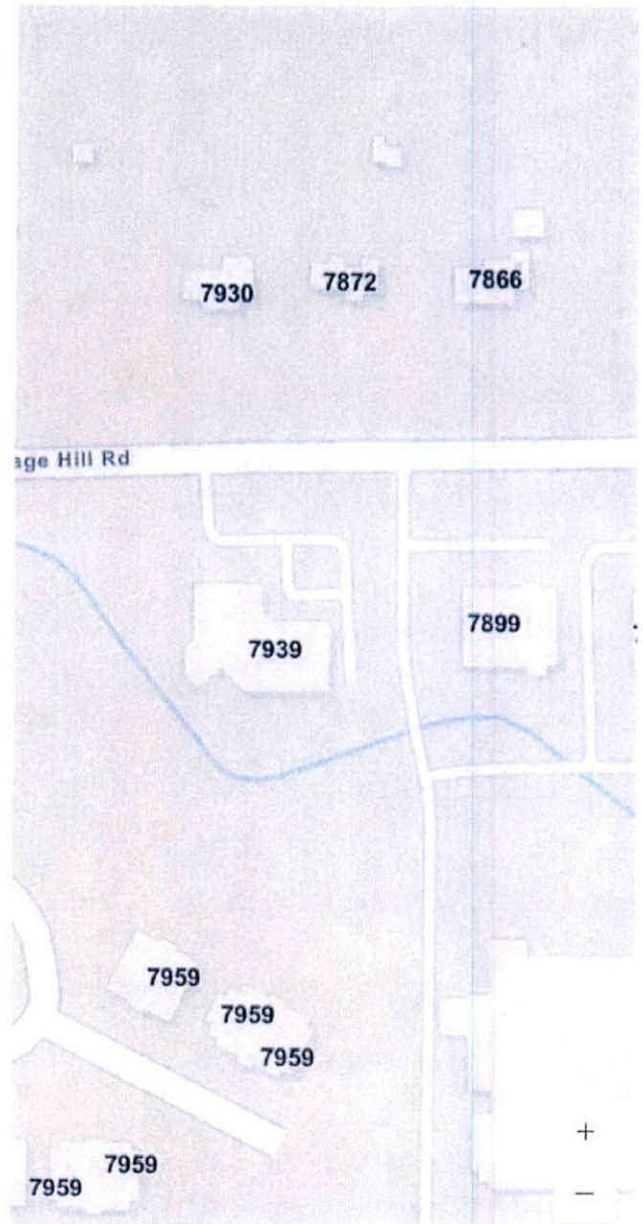
(Fire Station 6 Edwards)

Police Precinct/Beat:

(Precinct 2 Beat 26)

--- Political ---**City Council District:**

District: (6)



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.

Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including.

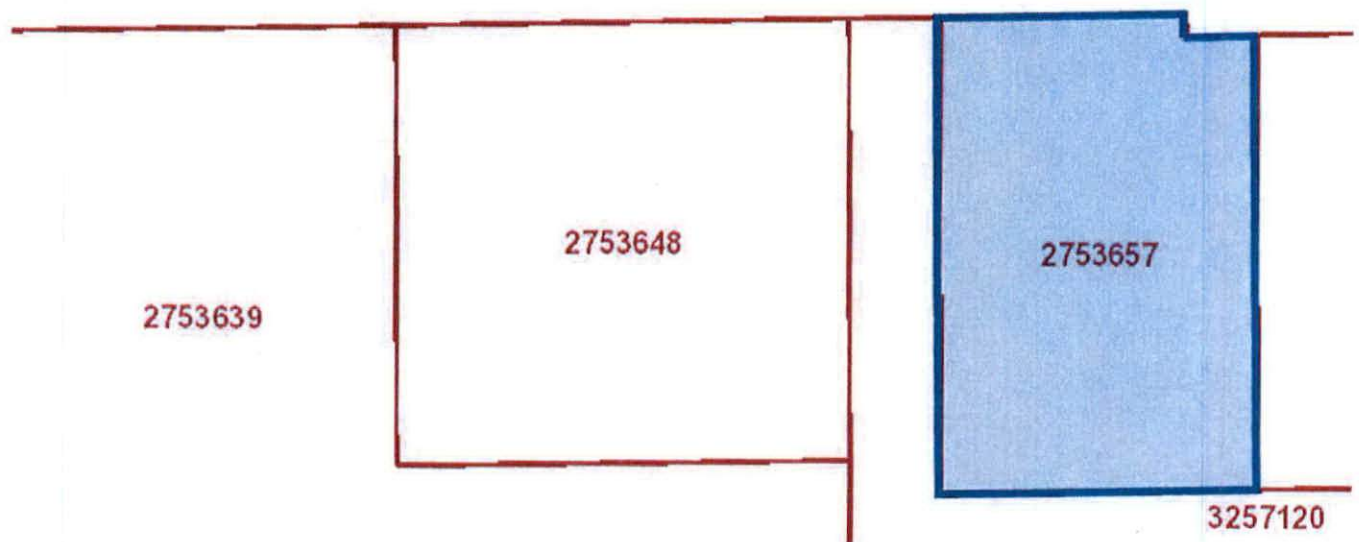
[Application Support](#)

Copyright: City of
MAY 2024

Mobile County Property Search

Key Number: 2753657 For Year 2024

 Map



Property Details

Account

Key Number:	2753657
Legal Description:	LOT 3 SCHILLINGER PLACE MBK 74/13 #SEC 01 T5S R3W #MP34 01 01 4 000
Parcel Number:	3401014000002004
Type:	Real
Property Class:	2

Location

Address: 7899 COTTAGE HILL RD MOBILE, AL 36695

Owner

Name: CYNAZ INC

Mailing Address: 2733 DANVILLE BLVD

ALAMO , CA 94507-1119

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values



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

SOUTHERN LEGACIES INC

Trade Name (DBA)

AMICI

Location Address

7899 COTTAGE HILL ROAD STE A

Application Number

2024 - 5675

Notice Post Date @ Location

07/26/2024

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

August 6, 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


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.

LEASE

THIS LEASE, dated for reference purposes on May ¹⁴____, 2024, is entered into by and between **CYNAZ, Inc.**, a California Corporation, whose address is 2733 Danville Blvd., Alamo, CA 94507 ("Landlord"), and **Southern Legacies, Inc.**, an Alabama Corporation, d/b/a AMICI, whose address is 5425 Gavin Hamilton Rd., Moss Point, MS ("Tenant").

ARTICLE 1 **DESCRIPTION**

(1.01) LEASED PREMISES. (a) Landlord leases to the Tenant, and Tenant rents from Landlord, the premises located at **7899 Cottage Hill Rd. Ste A, Mobile, Al. 36695** (the "Leased Premises" or "Demised Premises" or "Premises") in Mobile, Alabama, together with the right in to use, subject to the terms and conditions of this Lease, the automobile parking areas, driveways, service roads and other facilities of the site as from time to time may be designated by Landlord. The Demised Premises described herein is only a portion of the property described in Exhibit D attached hereto which is referred to as a whole in this Lease as the "Shopping Center" but is only inclusive of the property in Exhibit D, and it specifically does not include other adjacent property which is commonly referred to as the Winn Dixie Shopping Center.

(b) A layout for the Leased Premises in the form of a floor plan drawing that indicates the interior walls of the Leased Premises and a site plan that indicates the contemplated location of the Premises are attached hereto.

(c) Landlord and Tenant agree that, for purposes of this Lease and determining the Minimum Rent and Additional Rent (each hereinafter defined) due hereunder, the Leased Premises contains **4,439 sq. ft + 2,656 of Outside Seating and storage space.** Landlord and Tenant further acknowledge and agree that the area of the Premises has been computed by measuring to and from the outside face of permanent walls (including the rear wall) and to the inside finished surface of the dominant portion of the store front of the Premises, with no deductions being made for vertical floor penetrations or columns and projections necessary to the Premises.

ARTICLE 2 **CONDUCT OF BUSINESS BY TENANT**

(2.01) USE OF PREMISES. Tenant shall use the Leased Premises solely for the purpose of operating a full-service restaurant including alcohol sales with a retail component consisting of the sale of fine Italian wines, meats, and cheeses and for no other or different purpose.

(2.02) OPERATION OF BUSINESS. Tenant shall, upon and following the Commencement Date (hereafter defined), continuously conduct its business in the Premises during the minimum hours of 10:00 a.m. through 6:00 p.m., Tuesday through Friday. Tenant shall not, however, be obligated to keep its business open on any legal holiday, and Saturday/Sunday operations are optional, not mandatory. Tenant agrees to reasonably light the display windows of the Premises. Tenant shall operate its heating and/or air conditioning systems during the hours Tenant is open for business for the comfort of its customers.

WITNESS:

LANDLORD: **CYNAZ, Inc**
A CALIFORNIA CORPORATION

By: _____

By:  5/14/2024
61D496773EB241D
Sarfaraz Qureshi
Its: President

WITNESS

TENANT: **Southern Legacies, Inc. A ALABAMA CORPORATION**

By: _____

By:  5/14/2024
DocuSigned by:
BE4157E3A18848C...
Brooke Goff
Its: President

WITNESS

TENANT: **Southern Legacies, Inc. A ALABAMA CORPORATION**

By: _____

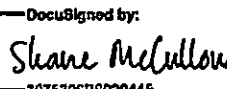
By:  5/14/2024
DocuSigned by:
3875306B8020445...
Shane McCullough
Its: Vice - President

EXHIBIT "E"

GUARANTY

UNCONDITIONAL GUARANTY OF LEASE BY LIMITED LIABILITY COMPANY

FOR VALUE RECEIVED, and in consideration of and in order to induce CYNAZ, INC, to enter into the Lease Agreement to which this Guaranty is made a part, the undersigned, jointly, separately and severally:

1. Guarantee to CYNAZ, INC, its successors and assigns, the prompt and full performance and observance of all of the obligations, covenants, conditions and agreements therein provided to be performed and observed by TENANT, without requiring any notice of default, nonpayment, nonperformance or nonobservance, or proof, or notice, or demand, in order to charge the undersigned therefor, all of which the undersigned hereby expressly waive;
2. Expressly agree that the validity of this agreement and the obligations of the undersigned shall in no wise be terminated, affected or impaired by reason of the assertion, or by reason of the nonassertion, by LANDLORD against TENANT of any rights or remedies reserved to LANDLORD pursuant to the provisions of the Lease;
3. Agree that this guaranty shall remain and continue in full force and effect as to any renewal, addendum, modification, or extension of the Lease;
4. Agree that LANDLORD may deal with TENANT in whatever manner LANDLORD may elect without diminishing or discharging the liability and responsibility of the undersigned under this guaranty;
5. Consent to any assignment or subletting, in whole or in part, of the Lease or the leased premises by LANDLORD or by TENANT, their successors and assigns;
6. Agree that this guaranty shall inure to the benefit of the successors and assigns of LANDLORD;
7. If suit shall be brought by or against any or all of the undersigned to enforce the provisions of this guaranty, or if advice should be sought by the holder of this guaranty incident to the enforcement of any provision hereof, then in addition to all other obligations herein and in the lease, as amended, the undersigned shall be responsible for and pay all legal expenses, costs of collection, court costs and reasonable attorney's fees. As to the obligations of the undersigned hereunder, exemptions as to personal property under the laws of the State of Alabama or of any other state is hereby expressly waived.
8. Each of the undersigned hereby consents to the jurisdiction over his person of any court in the state in which the leased premises are located and hereby appoints the Secretary of State of

said state as said guarantor's agent for service of process in any action which may be brought on this guaranty in any court in said state.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed, executed and delivered this guaranty on the date set forth beside his name.

14 - MAY - 2024 DATE

Shane McCullough

By [Signature] (SEAL)
SS# _____

DATE
By _____ (SEAL)
SS# _____

ACKNOWLEDGMENT OF SIGNATURES OF GUARANTORS

STATE OF ALABAMA
COUNTY OF MOBILE

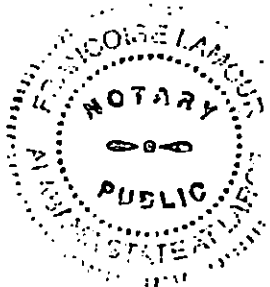
I, the undersigned Notary Public, in and for said State and County, do hereby certify that Shane McCullough, whose names are signed to the above and foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 14th day of May, 2024 2024.

[AFFIX SEAL HERE]

[Signature]
NOTARY PUBLIC

EXP 8/11/24



STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that _____, whose names are signed to the above and foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the _____ day of _____, 2024.

NOTARY PUBLIC

[AFFIX SEAL HERE]



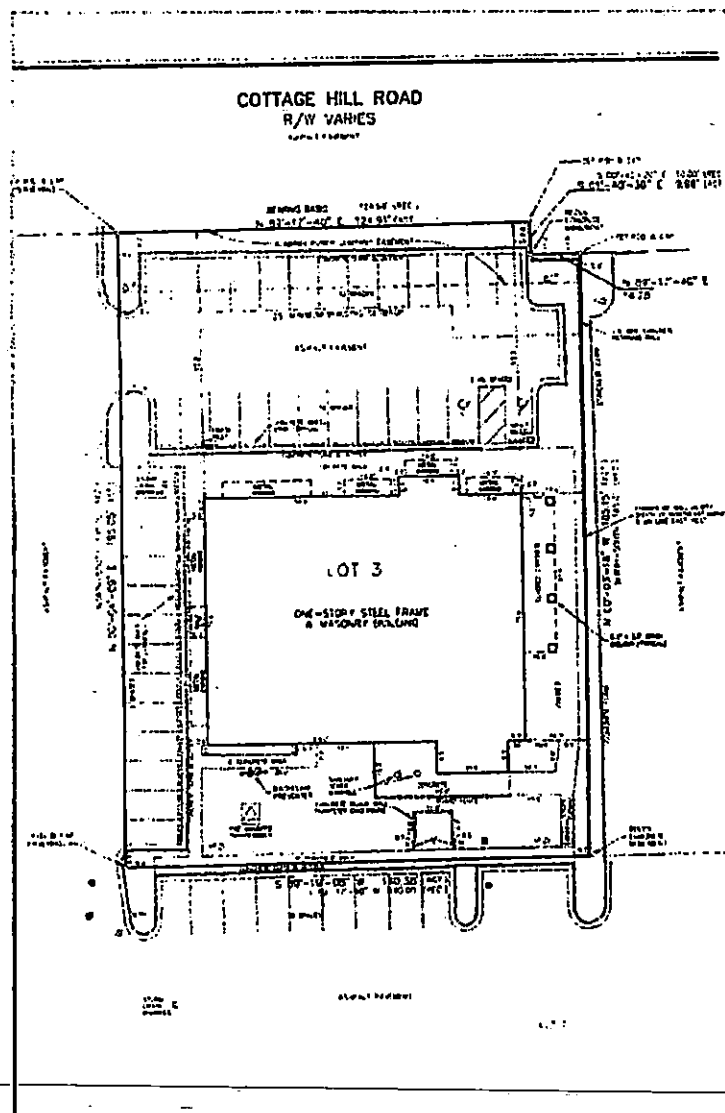
CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

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 Southern Legacies, Inc.				Trade Name (DBA) Amici			
Company Physical Address (Street Address, Suite #) 7899 Cottage Hill Road Suite A				City mobile	State AL	Zip Code 36695	
Business Contact Person Information Name Brooke Goff		Title Director	Phone 	Email 			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 4439	Parking Provided 47	Parking Required 14	Compliance Yes		Zoning B-3	Approved Yes	
Comments 							
Print Name Payton Rogers		Signature 		Date 7/26/24			

EXHIBIT "A"
SITE PLAN



A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through 20 described in the resolution adopted on the 2nd day of July, 2024, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through 20, as described in the resolution adopted on the 2nd day of July, 2024, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.1658 on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

City Clerk

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

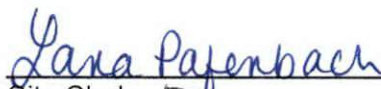
WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds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

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1658** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **6th day of August, 2024**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: JUL 02 2024


City Clerk ASSISTANT



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **June 27, 2024**

SUBJECT: WEED LIEN GROUP **1658**

Attached, please find Assessment Lists for Weed Lien Group Number **1658** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

7/2/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

8/6/2024

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED): 7/5/2024

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 7/18/2024

LEGAL NOTICE ADS: 7/24/2024-7/31/2024

POSTING DATE: 7/30/2024

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER					
	1658					Res. No.
7/2/2024	LOTS TO BE DECLARED					58-
8/6/2024	LOTS FOR PUBLIC HEARING					58-
//2024	LOTS TO BE ASSESSED FOR COST					58-
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1505 Basil St	36447	39691		2	
2	502 Stanton Rd	37593	39692		1	
3	1107 Congress St	37923	39693		2	
4	504 Maple St	36403	39694		2	
5	2602 Wealthy St	35991	39695		1	
6		37466	39697		4	
7	121 Garnett Ave	35835	39698		2	
8	1812 Brownlee St	37454	39699		1	
9	402 N Ann St	37511	39700		2	
10	611 McDonough St	37927	39701		1	
11	705 Euclid St	32586	39702		5	
12	601 Weinacker Ave	25545	39703		2	
13	5914 U S Hwy 90 W	36528	39704		4	
14	7695 Tara Dr	34668	39706		7	
15	0 Narbona Rd	36395	39707		7	
	Par. No. (28 04 17 2 001 028.002)					
16	5707 Deerwood Dr N	36022	39708		7	
17	7651 Elm Circle	38184	39711		6	
18	1716 Boykin Blvd	39004	39709		3	
19	4106 Yorkshire Lane	36029	39712		5	
20	351 Pineview Lane W	36929	39713		7	
				\$ -		
District total for this group		Lots cut by Contractor				
1	4					
2	6					
3	1					
4	2					
5	2					
6	1					
7	4					
	20		0			
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Amy Sachs 6-27-24
Marchetta Jante 6-27-24



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: July 30, 2024

SUBJECT: Weed Lien Group 1657 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) **1657**. Please place these on the City Council's Agenda for **Tuesday, August 6, 2024**.

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		WEED LIEN					
		CONTRACT NUMBER				5031	
		1657				Res. No.	
4/30/2024		LOTS TO BE DECLARED				58-384	
6/4/2024		LOTS FOR PUBLIC HEARING				58-504	
8/6/2024		LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A	
No.	Address	CASE #	CASE #	Assessed		CBO	
1	1918 St Stephens Rd	34636	36784	\$ -	2	CBD	
2	917 Sunset Dr	35078	36785	\$ 175.00	2		
3	1827 St Charles Ave	34583	36787	\$ 175.00	1		
4	5167 Border Dr	23856	36788	\$ 175.00	7		
5	6469 Barker Dr S	32160	36789	\$ 50.00	7	CBO	
6	2354 Riviera Dr S	28129	36790	\$ -	3	N/A	
7	1403 Chinquapin St	16563	36791	\$ 201.00	2		
8	1560 Basil St	16381	36792	\$ 175.00	2		
9	612 Houston St	26412	36793	\$ 284.09	2		
10	7176 Tangerine Ave	34902	36794	\$ -	7	N/A	
11	1124 Heustis St	26891	36795	\$ 350.00	3		
12	373 Fredonia St	29752	36796	\$ 315.00	1		
13	2051 Granger St/450 Williams St	30994	36797	\$ 50.00	2	CBO	
14	2116 Johns Lane	35520	36798	\$ 376.84	3		
15	2662 Carter Ave	32382	36800	\$ 467.00	1		
16	662 Merritt Dr N	35591	36802	\$ 251.00	5		
17	1621 Long Wood Rd	34528	36805	\$ 254.06	4		
18	5900 McPherson St	35651	36806	\$ 50.00	6	CBO	
19	7104 Tenth St	35632	36808	\$ 50.00	7	CBO	
				\$ 3,398.99			
District total for this group				Number of lots cut			
1	3			3			
2	6			4			
3	3			2			
4	1			1			
5	1			1			
6	1			0			
7	4			1			
	19			12			
*ADD Added in from other Groups		* CBD Cut before Declared					
*CBO Cut By Owner							
*N/A Taken out by Inspector							

Sany Jackson 7/31/24
Marchetta Dante



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
July 30, 2024

Lot Owner: **ANDRY KYRSTEN & STEPHANIA ANDRY**

4607 WOODPOND CV

Address:

POWDER SPRINGS, GA 30127

City, State, Zip:

Group Number: **1657** Item # **2**

Lot Description: **N 1/2 OF LOT 8 SQ 4 SUNSET PLACE LOTS 9 & 10 BLK 4 SUNSET PLACE DBK 135 P 35
#SEC 28 T4S R1W #MP29 10 28 1 004 (29 10 28 1 004 059.XXX) 917 SUNSET AVE**

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Issac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,325	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shedra Dean
SECRETARY

Marjetha Tate
INSPECTOR

Issac Sampson
SUPERVISOR

Several
More
Times



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 30, 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**

Group Number: **1657** Item # **3**

Lot Description: **COMG 12 FT W OF NE COR LOT 18 STRAUSS 1ST ADD TO TOULMINVILLE DBK 156 PG 294
RUN S & PAR WITH LINE OF LOT 18 125 FT TO REAR END OF LOT TH W 4 FT ALG REAR END
OF LOT TH WNLY 67 FT 6 INS TO REAR LINE OF LOT 22 TH NLY 64 FT TO ST CHARLES AVE
TH E 52 FT ALG ST CHARLES AVE TO BEG #SEC 44 T4S R1W #MP29 02 44 0 033 (29 02 44
0 033 083.XXX) 1827 ST CHARLES AVE**

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024

Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,647	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia Dean

SECRETARY

Marchetta Isaac

INSPECTOR

Samuel

SUPERVISOR



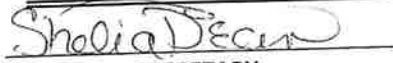
MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 30, 2024

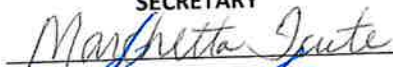
Lot Owner: **HOUCHENS HALEY & ROBIN SCHNEIDER HOUCHENS**
SCHNEIDER HOUCHENS
5167 BORDER DR N
Address: **MOBILE, AL 36605-2755**
City, State, Zip:
Group Number: **1657** Item # **4**

Lot Description: **LOT 200 BLK J COUNTRY CLUB VILLAGE MBK 4 P 87 #SEC 15 T4S R2W #MP28 05 15 4 002**
(28 05 15 4 002 114.XXX) 5167 BORDER DR N

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,742	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 30, 2024

Lot Owner: **BEBEE PROPERTIES LLC**
C/O BROWN TODD LANDON
Address: **2665 PLEasant VALLEY RD**
City, State, Zip: **MOBILE, AL 36606**

Group Number: **1657** Item # **5**

Lot Description: **LOT 46 WEST PARK MANOR MBK 10 P 263 #SEC 08 T4S R2W #MP28 03 08 1 003 (28 03 08 1 003 015.XXX) 6469 BARKER DR S**

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,922	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Deane

SECRETARY

Marchetta Tate

INSPECTOR

Isaac Sampson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 30, 2024

Lot Owner: **BEBEE PROPERTIES LLC**
C/O BROWN TODD LANDON
Address: **456 S BROAD ST**
City, State, Zip: **MOBILE, AL 36603-1122**

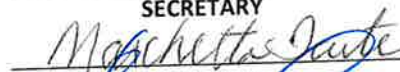
Group Number: **1657** Item # **5**

Lot Description: **LOT 46 WEST PARK MANOR MBK 10 P 263 #SEC 08 T4S R2W #MP28 03 08 1 003 (28 03 08 1 003 015.XXX) 6469 BARKER DR S**

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,922	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 30, 2024

Lot Owner: **WYNDHAM HOLDINGS INC**
Address: **4320 ATLANTIC AVE STE 216**
City, State, Zip: **LONG BEACH, CA 90807**

Group Number: **1657** Item # **7**

Lot Description: **LOT 2 BLK 5 STRAUSS 2ND ADD TO WOLFF HGTS MBK 2 P 53 #SEC 13 T4S R1W #MP29 06
13 0 003 (29 06 13 0 003 162.XXX) 1403 CHINQUAPIN ST**

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,800	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		4	\$ 3.00	\$ 12.00
Debris Removal	Cubic Yard	2	\$ 7.00	\$ 14.00
Total Project Cost:				\$ 201.00

Shelita Dean
SECRETARY

Margaretta J. Smith
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 30, 2024

Lot Owner: **PICKETT GLADYS L, HENRY LANGHAM,
ROBERT LANGHAM C/O GLADYS L PICKETT**
Address: **15576 TURKOMAN CIR**
City, State, Zip: **JACKSONVILLE, FL 32218**

Group Number: **1657** Item # **8**

Lot Description: **LOT 6 BLK 5 LAFAYETTE HGTS DBK 133 P 420 #SEC 25 T4S R1W #MP29 07 25 0 003
(29 07 25 0 003 117.XXX) 1560 BASIL ST**

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,450	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia Dean
SECRETARY
Marshalla J. J. J.
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 30, 2024

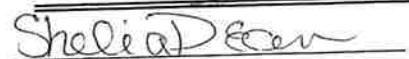
Lot Owner: **MCCALL JACK SMITH SR &
KATIE H C/O PHILLIP MCCALL**
Address: **P. O. BOX 180453**
City, State, Zip: **MOBILE, AL 36618-0453**

Group Number: **1657** Item # **9**

Lot Description: **LOT 8 & 11 BLK 4 RICKARBY PLACE DBK 116 P 208 & ALSO THE STRIP OF LAND LYING E
OF SD LOTS #SEC 28 T4S R1W #MP29 10 28 2 005 (29 10 28 2 005 005.XXX) 612
HOUSTON ST**

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		18,727	\$ 0.0125	\$ 234.09
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 284.09


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 30, 2024

Lot Owner: **GREEN SHARON LOVE & DARRYL**
% MATTIE LOVE & LARHONDA GAINES
Address: **1124 HEUSTIS ST**
City, State, Zip: **MOBILE, AL 36605**

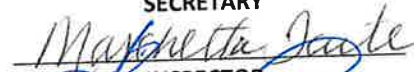
Group Number: **1657** Item # **11**

Lot Description: **LOT 12 KELLY PARK SUB MBK 4 P 589 #SEC 37 T4S R1W #MP29 10 37 0 007 (29 10 37 0 007 213.XXX) 1124 HEUSTIS ST**

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,373	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 350.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 30, 2024

Lot Owner: **CHANNEY BARBARA JEAN KENNEDY**
Address: **373 FREDONIA ST**
City, State, Zip: **MOBILE, AL 36607-2031**

Group Number: **1657** Item # **12**

Lot Description: **LOT 3 BLK E ACC TO THE MAP OF MECHEM & STEINS RSUB OF BLKS A, B, C, D, E & F OF STEINS ADD TO CRICHTON DBK 153 PG 530 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 335.XXX) 373 FREDONIA ST**

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,462	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	20	\$ 7.00	\$ 140.00
Total Project Cost:				\$ 315.00

Shelia Deon
SECRETARY

Marghella Jante
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 30, 2024

Lot Owner: **FLYNN BRADLEY J & DOROTHY S**

FLYNN TRUSTEES

Address: **3244 BROADMOOR LN**

City, State, Zip: **FAIRFIELD, CA 94534**

Group Number: **1657** Item # **13**

Lot Description: **THE E 100 FT OF LOT 27 BLK 25 BON AIR ESTS DBK 156 NS P 374-377 #SEC 28 T4S R1W
#MP29 10 28 2 002 (29 10 28 2 002 060.02X) 2051 GRANGER ST/450 WILLIAMS ST**

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,343	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Marjette Tate
INSPECTOR

Jay Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 30, 2024

Lot Owner: **BACHMAN SCOTT ALLEN**
Address: **2116 JOHNS LN**
City, State, Zip: **MOBILE, AL 36605**

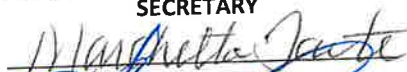
Group Number: **1657** Item # **14**

Lot Description: **N 1/2 OF LOT 26 SUBDIV LOTS 4-5 ROSEDALE SUBDIV DBK 15 6 P 120 #SEC 35 T5S R1W
#MP32 04 35 0 002 (32 04 35 0 002 063.XXX) 2116 JOHNS LN**

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		26,147	\$ 0.0125	\$ 326.84
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 376.84


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 30, 2024

Lot Owner: **CUNNINGHAM LEPHATE**
C/O BONITA WILLIAMS
Address: **6334 HILLCREST TRACE DR**
City, State, Zip: **MOBILE, AL 36609**

Group Number: **1657** Item # **15**

Lot Description: **LOT 608 TRINITY GDNS 4TH ADD MBK 4/195 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 509.XXX) 2662 CARTER AVE**

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,113	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		4	\$ 3.00	\$ 12.00
Debris Removal	Cubic Yard	40	\$ 7.00	\$ 280.00
Total Project Cost:				\$ 467.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 30, 2024

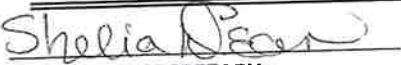
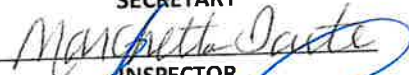
Lot Owner: **PICKETT TAYLOR KING**
C/O DR DEVINDER BHATIA
Address: **8901 FM 1960 RD W STE 303**
City, State, Zip: **HUMBLE, TX 77338**

Group Number: **1657** Item # **16**

Lot Description: **LOT 42 MALIBAR HEIGHTS MBK 10 P 266 #SEC 34 T4S R2W #MP28 08 34 4 001**
(28 08 34 4 001 102.XXX) 662 MERRITT DR

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,603	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 251.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 30, 2024

Lot Owner: **PICKETT TAYLOR KING**
C/O REAL PROPERTY SOLUTIONS LLC
Address: **312T SCHILLINGER RD S #295**
City, State, Zip: **MOBILE, AL 36608**

Group Number: **1657** Item # **16**

Lot Description: **LOT 42 MALIBAR HEIGHTS MBK 10 P 266 #SEC 34 T4S R2W #MP28 08 34 4 001**
(28 08 34 4 001 102.XXX) 662 MERRITT DR

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,603	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 251.00

Shelia Dean

SECRETARY

Marjetha Tate
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 30, 2024

Lot Owner: **TRAN SON N**
C/O THANH TRAN
Address: **10471 BONNIE DR**
City, State, Zip: **GARDEN GROVE, CA 92843**

Group Number: **1657** Item # **17**

Lot Description: **LOT 1 UNIT 3 A AMBERLY SUB MBK 29 P 61 #SEC 33 T4S R2W #MP28 08 33 1 000**
(28 08 33 1 000 021.XXX) 1621 LONG WOOD RD

Nuisance Date: 5/2/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: 7/19/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		16,325	\$ 0.0125	\$ 204.06
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 254.06

Shelia Dean
SECRETARY

Maxhette J. Taylor
INSPECTOR

James Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 30, 2024

Lot Owner: **PITTMAN MARGARET**
C/O JAMIE SMITH
Address: **26401 WOERNER RD**
City, State, Zip: **ELBERTA, AL 36530-3427**

Group Number: **1657** Item # **18**

Lot Description: **LOT 1 LOTT UNIT OF ROLLING ACRES MBK 9 PG 280 #SEC 04 T5S R2W #MP33 02 04 4 001 (33 02 04 4 001 067.02X) 5900 MCPHERSON ST**

Nuisance Date: 4/30/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	26,370	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Marhette Jute
INSPECTOR

Jeffery Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 30, 2024

Lot Owner: **JDE INVESTMENTS LLC**
A LIMITED LIABILITY COMPANY
Address: **P. O. BOX 81226**
City, State, Zip: **MOBILE, AL 36689**

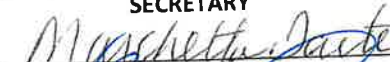
Group Number: **1657** Item # **19**

Lot Description: **LOTS 25 & 26 BLK 22 MOBILE TERRACE DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 1 003 (28 04 18 1 003 040.XXX) 7104 10TH ST**

Nuisance Date: 4/30/2024 Posting Date: 5/28/2024 Hearing Date: 6/4/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,060	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1657** 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*
Councilmember CJ Small
Councilmember Ben Reynolds
Councilmember Joel Daves

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,000.00, Councilmember Small wishes to appropriate \$1,000.00, Councilmember Reynolds wishes to appropriate \$500.00, Councilmember Daves wishes to appropriate \$1,000.00, (Total: \$3,500.00) to Mobile Area Council of Boys Scouts of America from his discretionary funds; and*

WHEREAS, Mobile Area Council of Boys Scouts of America 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 Mobile Area Council of Boys Scouts of America *will be used to assist with the registration fees and uniforms for youth and adult leaders*, 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 \$3,500.00 to Mobile Area Council of Boys Scouts of America, 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 \$1,000.00, to Mobile Area Council of Boys Scouts of America from his discretionary funds; and*

WHEREAS, Mobile Area Council of Boys Scouts of America 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 Mobile Area Council of Boys Scouts of America will *be used to assist with the registration fees and uniforms for youth and adult leaders*, 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 Mobile Area Council of Boys Scouts of America, 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 Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate \$250.00, and to Hillsdale Athletic Booster Club, Inc., from her discretionary funds; and*

WHEREAS, *Hillsdale Athletic Booster Club, 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 Hillsdale Athletic Booster Club, Inc., *will be used to assist with revitalizing the youth football program.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$250.00 to Hillsdale Athletic Booster Club, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

The attached Covenant of Purpose, Use, and Ownership is for the Mobile Greenway Initiative: Three Mile Creek Trail project (Segment 1) and will satisfy the Alabama Department of Transportation requirements concerning acquisition of land and interests in land. These program-specific terms and conditions that operate under 2 C.F.R. 200.316 will allow the project to continue into the construction phase.

The State of Alabama Department of Transportation awarded the City of Mobile a \$400,000 grant under the Federal Transportation Alternatives Program (TAP), Grant # TAPMB-TA22(937); CPMS Ref#100074741 for the Mobile Greenway Initiative: Three Mile Creek Greenway. The purpose of this project is to complete the construction of the multi-use greenway path from Japanese Gardens Trailhead at Ziegler Blvd. to the first railroad trestle.

Amount of Contract:

N/A

Funding Source

N/A

ATTACHMENTS:

1. CoverLetter_CoP_MGISeg1
2. Seg1Trail_CoP_Resolution20240726
3. Revised_Segment1_COP_July2024 #2 final

REVIEWERS:

Jennifer Greene

Laura Angle
Chris Kern
Brandi Montgomery
James Barber



July 29, 2024

Dear Councilmembers:

The attached Covenant of Purpose, Use, and Ownership is for the Mobile Greenway Initiative: Three Mile Creek Trail project (Segment 1) and will satisfy the Alabama Department of Transportation requirements concerning acquisition of land and interests in land. These program-specific terms and conditions that operate under 2 C.F.R. 200.316 will allow the project to continue into the construction phase.

The State of Alabama Department of Transportation awarded the City of Mobile a \$400,000 grant under the Federal Transportation Alternatives Program (TAP), Grant # TAPMB-TA22(937); CPMS Ref#100074741 for the Mobile Greenway Initiative: Three Mile Creek Greenway. The purpose of this project is to complete the construction of the multi-use greenway path from Japanese Gardens Trailhead at Ziegler Blvd. to the first railroad trestle.

We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk are authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile the Covenant of Purpose, Use, and Ownership between the City of Mobile and the State of Alabama, acting by and through Alabama Department of Transportation in support of Grant #TAPMB-TA22(937) CPMS Ref#100074741 Mobile Greenway Initiative: Three Mile Creek Greenway Trail (Segment 1).

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to sign any agreements or other documents and provide any information required by the State of Alabama or the Alabama Department of Transportation. All agreements, together with the exhibits, shall be filed with the City Clerk after execution.

Adopted:

Lisa Lambert, City Clerk

COVENANT OF PURPOSE, USE AND OWNERSHIP

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP dated this ____ day of **July, 2024** (hereinafter referred to as the “Covenant”), by and between **CITY OF MOBILE**, whose address is **205 Government Street, Mobile, Alabama 36602** (hereinafter with its successors and assigns called “City”); and the **STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION**, whose address is 1409 Coliseum Boulevard, Montgomery, Alabama 36130 (hereinafter with successors and assigns called “State”).

RECITALS

WHEREAS, the **STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, acting as the Administrative Agent for the U.S. DEPARTMENT OF TRANSPORTATION**, under the Transportation Alternatives Program (TAP), and

WHEREAS, by Notice of Award issued February 15, 2022, the State of Alabama Department of Transportation offered to City a financial assistance award designated as TAPMB-TA22(937) CPMS Ref#100074741 Mobile Greenway Initiative: Three Mile Creek Greenway Trail (hereinafter called “Award”) in the amount of Four Hundred Thousand and 0/100 Dollars (\$400,000) (hereinafter called “Award Amount”), to assist in financing eligible real property activities (hereinafter called “Project”) and development pursued by the City; and

WHEREAS, the State and City executed an award agreement No. TAPMB-TA22(937), dated February 15, 2022 (hereinafter called “Award Agreement”) in the amount of Four Hundred Thousand and 0/100 Dollars (\$400,000) where State agreed to disburse Federal Transportation Alternatives Program (TAP) funds to City to implement the Project; and WHEREAS, to execute the Project, City has acquired or improved the real property in whole or in part with funds made available through the Award, and such property is described in Exhibit “A”, attached hereto and incorporated herein (hereinafter with all improvements called “Property”); and

WHEREAS, City accepted the Award (together with all documents attached thereto or incorporated therein, the “Award Agreement”), thereby binding itself and making itself subject to the terms and conditions contained in the Award Agreement including, without limitation, the applicable requirements of 49 Code of Federal Regulations (C.F.R.) Part 24 Subpart B and 2 C.F.R. 23 Part 710, Subpart D, as applicable; and

WHEREAS, in executing the Subaward Agreement, City agreed to be subject to the terms and conditions contained in the Award Agreement including, without limitation, the applicable requirements of Title 49 C.F.R. Part 21, as amended by 23 CFR 710-405(b); Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e; Federal Transit laws at 49 U.S.C. 5332; 41 C.F.R. Parts 60 et seq; 29 U.S.C. 623; 42 U.S.C. 12112; 29 C.F.R. Part 1630; and Section 1352, Title 31, U.S. Code; and

WHEREAS, the Award Agreement provides the purposes for which the Award Amount may be used and provides that City holds title to the Property in trust for the public purposes of the Project, and may not sell, transfer, convey, assign, mortgage or in any other manner encumber the Property, or use the Property to construct a greenway/trail project along the bank of Three Mile Creek, further described in the Award Agreement and the application made by City therefore (hereinafter called "Project Purposes"), such alienation and use being prohibited by the Award Agreement, without the prior written approval of the State; and

WHEREAS, under the authority of the Award Agreement, City may not use the Property for purposes other than Project Purposes and may not sell, transfer, convey, assign, mortgage or in any other manner encumber the Property without prior written approval from the State, unless State is repaid its State Interest in the Property, as defined and more particularly described herein; and

WHEREAS, City, as owner of all or part of the Property, agreed to record this Covenant in the Records of the Judge of Probate Court of MOBILE COUNTY, the appropriate office for the recording of public records affecting real property in the jurisdiction where the Property is located so as to constitute notice to all persons of the restrictions contained herein on title to and use of the Property for the benefit of the public purposes of the Project; and

WHEREAS, the Records of the Judge of Probate Court of: MOBILE COUNTY, Alabama located at 2915 Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama 36602 is the proper office to record this Covenant:

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by the State and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used as intended by both the State and by the City, City hereby covenants and agrees as follows:

1. The estimated useful life of the Project is fifty (50) years from the date of project completion for the Project (hereinafter referred to as the "Estimated Useful Life"), a copy of which will be provided by the City to State. During the Estimated Useful Life of the project, the City holds its interest in the Property in trust to carry out the public purposes of the Project.
2. City agrees that, for the Estimated Useful Life of the Project, the City will not sell, transfer, lease, convey, encumber, or mortgage any interest in the Property without the State's prior written approval, and the City shall not use the Property for purposes other than the Project Purposes without the State's prior written approval. Such approval may be conditioned, among other things, on City's payment to the State of the State Interest in the Property, calculated as the percentage of the current fair market value of the Property attributable to the State's participation in the Project. The State share excludes that value of the Property attributable to acquisition or improvements before or after State's participation in the Project and not included

in Project costs. As of the date of this Covenant, it is hereby agreed that State's percentage participation in Project is 0% of purchase price of land.

3. Recipient further covenants that, during the Estimated Useful Life of the Project, the City will compensate the State for the State Interest in the Property in the event the Property is used for purposes other than Project Purposes, or is sold, leased, transferred, conveyed, encumbered, or mortgaged without the prior written approval of the State.
4. Recipient further agrees that, as a condition to accepting the disbursement of any portion of the Award Amount from the State, City shall execute and place on record against the Property this Covenant and shall provide the State and City with evidence of such recordation. The State will in its sole discretion determine whether this Covenant is satisfactory and may require an opinion of counsel for the City that the Covenant is valid and enforceable according to its terms, that there is no lien or other encumbrance superior to the Covenant and that the Covenant has been properly recorded.
5. City further agrees that whenever the Property is sold, leased, or otherwise conveyed, City or the transferor shall add to the instrument of conveyance, pursuant to the requirement of 31 C.F.R. Part 34, a Covenant of Purpose, Use and Ownership. State will, in its sole discretion, determine whether such covenant is satisfactory. In connection with any such transfer, the Alabama Department of Transportation may require an opinion of counsel for the City that the covenant is valid and enforceable according to its terms and has been properly recorded.
6. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control and possession of or title to the Property given the State Interest expressed herein.
7. This Covenant shall run with the land.
8. This Covenant shall be construed in a manner consistent with the terms and conditions of the Award Agreement and applicable regulations; provided, however, that if there is a conflict, the terms and conditions of the Award Agreement shall control.

IN WITNESS WHEREOF, a duly authorized officer of the City has hereunto set his hand as the day and year first above. A completed duly recorded copy of this Covenant shall be forwarded to the State.

RECIPIENT: CITY OF MOBILE

By: _____

Printed Name: William S. Stimpson

Title: Mayor

ATTEST: CITY CLERK

By: _____

Printed Name: Lisa Lambert

Title: City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that William S. Stimpson, whose name as Mayor of the City of Mobile, and _____, whose name as City Clerk of the City of Mobile, a municipal corporation, are signed to the foregoing Covenant of Purpose, Use and Ownership and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Covenant, they, in their capacity as such officers and with full authority, executed the same voluntarily for and as the act of said City of Mobile, a municipal corporation, on the day the same bears date.

Given under my hand this _____ day of _____, 2024.

My Commission Expires:

Notary Public

EXHIBIT A

Legal Description of Property

STATE OF ALABAMA

COUNTY OF MOBILE

**LIMITATION OF USE OF CITY OF MOBILE OWNED PROPERTIES
KNOWN AS "THREE MILE CREEK GREENWAY SEGMENT ONE (1)"**

WHEREAS, the City of Mobile ("City"), a municipal corporation and body politic in the State of Alabama, acquired by and through the three (3) deeds listed herein and attached hereto a portion of that certain recreational area in the City of Mobile, Mobile County, Alabama, known as "Three Mile Creek Greenway Segment 1"; and

WHEREAS, City developed a plan to improve City properties for greenway, recreational, park and land preservation purposes (the "Improvements") along its various creeks, floodplains, and other areas in the City, including the parcels listed herein; and

WHEREAS, City applied for funding through the State of Alabama acting through the Alabama Department of Transportation (hereinafter "State") under the Transportation Alternatives Program (hereinafter "TAP"), administered by the U.S. Department of Transportation. City is a recipient of U.S. Department of Transportation, Transportation Alternatives Program (TAP) Grant #:TAPMB-TA22(937) CPMS Ref # 100074741 to fund the Improvements, which it received and accepted through City of Mobile Resolution 31-147-2022 dated February 15, 2022 (the "Grant"); and

WHEREAS, as a condition of eligibility for the Grant, City agreed to limit the use of the three (3) tracts listed herein to public outdoor recreational uses; and

WHEREAS, City, for itself, its heirs, successors, and assigns, intends to limit the use of the three (3) tracts by adding to its deeds to said parcels the "Limitation of Use" set out herein.

NOW, THEREFORE, the City, in consideration of the Grant, the receipt of which is hereby acknowledged, does hereby limit the use of the below listed properties, title to which was acquired by the following deeds recorded in the office of the Probate Court of Mobile County, Alabama, copies of which are attached hereto and labeled Exhibits B through D.

AFFECTED PROPERTIES:

Real Property Book	Page	Date	Parcel No .	Key Number	Description	Exhibit
Original Instrument No. 2023046834	NA	June 29, 2023	2801114000090.003	1913362	TRACT 1	B
Original Instrument No. 2021070480	NA	October 19, 2021	2801114000091	435657	TRACT2	C
Original Document Deed Bk 93 Pg 567	NA	October 01, 2013	022801113000115	434435	TRACT 3	D

That all of the above-named properties are subject to the following use restriction:

This Property has been developed with State Financial Assistance through the Transportation Alternatives Program Grant, commonly referred to as the "TAP Grant" . Pursuant to a requirement of the Agreement, this property shall only be used for purposes consistent with the Agreement and shall not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of the State of Alabama Department of Transportation; and that the state interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any action the City takes without the permission of the State.

TO HAVE AND TO HOLD the aforesaid limitation of use unto the City, its successors and assigns, forever.

IN WITNESS WHERE OF, the City has executed this _____ on this day of __, 2024.

CITY OF MOBILE, a municipal corporation

By: _____
William S. Stimpson, Mayor

ATTEST:

City Clerk

**As required by Alabama Law,
This instrument prepared by:**
City of Mobile
P.O.Box 1827
Mobile, AL 36633

REAL PROPERTY BOOK PAGE	DATE	PARCEL NO	KEY NO	TRACT NO
Original Instrument No 2023046834	06/29/2023	2801114000090.003	1913362	1
<i>Property to be conveyed for this Covenant of Purpose for Tract 1:</i> COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE ILLINOIS, CENTRAL RAILROAD AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH $0^{\circ}07'14''$ EAST, ALONG SAID WEST LINE 166.63 FEET TO A POINT ON THE GRANTORS WEST PROPERTY LINE AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE RUN SOUTH $87^{\circ}24'27''$ EAST, 23.91 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 51.67 FEET (THE CHORD BEARS NORTH $88^{\circ}41'49''$ EAST, AND MEASURES 51.63 FEET); THENCE RUN NORTH $84^{\circ}48'05''$ EAST, 30.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET, AN ARC DISTANCE OF 36.82 FEET (THE CHORD BEARS NORTH $87^{\circ}18'45''$ EAST, AND MEASURES 36.80 FEET); THENCE RUN NORTH $89^{\circ}49'26''$ EAST, 215.06 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 54.94 FEET (THE CHORD BEARS NORTH $63^{\circ}35'34''$ EAST, AND MEASURES 53.04 FEET); THENCE RUN SOUTH $89^{\circ}47'44''$ EAST, 38.96 FEET; THENCE RUN SOUTH $0^{\circ}07'14''$ EAST 13.32 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 104.56 FEET (THE CHORD BEARS SOUTH $59^{\circ}52'11''$ WEST, AND MEASURES 99.86 FEET); THENCE RUN SOUTH $89^{\circ}49'26''$ WEST, 215.06 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 33.31 FEET (THE CHORD BEARS SOUTH $87^{\circ}18'45''$ WEST, AND MEASURES 33.30 FEET); THENCE RUN SOUTH $84^{\circ}48'05''$ WEST, 30.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET, AN ARC DISTANCE OF 57.11 FEET (THE CHORD BEARS SOUTH $88^{\circ}41'49''$ WEST, AND MEASURES 57.07 FEET); THENCE RUN NORTH $87^{\circ}24'27''$ WEST, 22.01 FEET; THENCE RUN NORTH $0^{\circ}07'14''$ WEST, 40.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.41 ACRES MORE OR LESS.				
Original Instrument No 2021070480	10/19/2021	2801114000091	435657	2
<i>Property to be conveyed for this Covenant of Purpose for Tract 2:</i> COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5868.86 FEET, AN ARC DISTANCE OF 641.44 FEET (THE CHORD BEARS NORTH $74^{\circ}26'55''$ EAST, AND MEASURES 641.13 FEET) TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 11753.04 FEET, AN ARC DISTANCE OF 208.82 FEET (THE CHORD BEARS NORTH $70^{\circ}12'31''$ EAST, AND MEASURES 208.82 FEET); THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE NORTH $69^{\circ}42'00''$ EAST, 830.80 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH $24^{\circ}35'48''$ EAST, 74.75 FEET; THENCE RUN SOUTH $62^{\circ}43'28''$ WEST, 4.49 FEET; THENCE RUN SOUTH $1^{\circ}00'34''$ EAST, 19.00 FEET; THENCE RUN SOUTH $88^{\circ}59'26''$ WEST, 40.00 FEET; THENCE RUN NORTH $1^{\circ}00'34''$ WEST, 15.00 FEET; THENCE RUN SOUTH $88^{\circ}59'26''$ WEST, 50.44 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 26.58 FEET (THE CHORD BEARS SOUTH $79^{\circ}28'20''$ WEST, AND				

MEASURES 26.46 FEET); THENCE RUN SOUTH 69°57'15" WEST, 134.66 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 10.91 FEET (THE CHORD BEARS SOUTH 66°02'51" WEST, AND MEASURES 10.90 FEET); THENCE RUN SOUTH 62°08'27" WEST, 61.21 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 30.81 FEET (THE CHORD BEARS SOUTH 69°29'47" WEST, AND MEASURES 30.73 FEET); THENCE RUN SOUTH 76°51'07" WEST, 76.59 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 9.20 FEET (THE CHORD BEARS SOUTH 73°33'22" WEST, AND MEASURES 9.20 FEET); THENCE RUN SOUTH 70°15'38" WEST, 232.32 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 10.98 FEET (THE CHORD BEARS SOUTH 66°19'38" WEST, AND MEASURES 10.97 FEET); THENCE RUN SOUTH 62°23'39" WEST, 38.67 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 32.35 FEET (THE CHORD BEARS SOUTH 70°07'01" WEST, AND MEASURES 32.25 FEET); THENCE RUN SOUTH 77°50'23" WEST, 61.81 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 10.78 FEET (THE CHORD BEARS SOUTH 73°58'51" WEST, AND MEASURES 10.77 FEET); THENCE RUN SOUTH 70°07'19" WEST, 190.90 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 27.10 FEET (THE CHORD BEARS SOUTH 60°25'04" WEST, AND MEASURES 26.97 FEET); THENCE RUN SOUTH 50°42'49" WEST, 44.21 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 23.80 FEET (THE CHORD BEARS SOUTH 42°11'28" WEST, AND MEASURES 23.71 FEET); THENCE RUN SOUTH 33°40'08" WEST, 87.79 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 15.55 FEET (THE CHORD BEARS SOUTH 28°06'03" WEST, AND MEASURES 15.52 FEET); THENCE RUN SOUTH 22°31'58" WEST, 49.16 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 27.51 FEET (THE CHORD BEARS SOUTH 29°06'05" WEST, AND MEASURES 27.45 FEET); THENCE RUN SOUTH 54°19'48" EAST, 20.00 FEET; THENCE RUN SOUTH 35°40'12" WEST, 15.00 FEET; THENCE RUN NORTH 54°19'48" WEST, 20.00 FEET; THENCE RUN SOUTH 35°40'12" WEST, 21.10 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 9.95 FEET (THE CHORD BEARS SOUTH 32°06'25" WEST, AND MEASURES 9.94 FEET); THENCE RUN SOUTH 28°32'38" WEST, 50.88 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 2.39 FEET (THE CHORD BEARS SOUTH 29°13'47" WEST, AND MEASURES 2.39 FEET); THENCE RUN NORTH 0°07'44" WEST, 13.32 FEET; THENCE RUN NORTH 89°47'44" WEST, 38.96 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 9.23 FEET (THE CHORD BEARS NORTH 32°57'10" EAST, AND MEASURES 9.22 FEET); THENCE RUN NORTH 28°32'38" EAST, 50.88 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 14.92 FEET (THE CHORD BEARS NORTH 32°06'25" EAST, AND MEASURES 14.92 FEET); THENCE RUN NORTH 35°40'12" EAST, 36.10 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 18.34 FEET (THE CHORD BEARS NORTH 29°06'05" EAST, AND MEASURES 18.30 FEET); THENCE RUN NORTH 22°31'58" EAST, 49.16 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 23.32 FEET (THE CHORD BEARS NORTH 28°06'03" EAST, AND MEASURES 23.29 FEET); THENCE RUN NORTH 33°40'08" EAST, 87.79 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 35.70 FEET (THE CHORD BEARS NORTH 42°11'28" EAST, AND MEASURES 35.57 FEET); THENCE RUN NORTH 50°42'49" EAST, 44.21 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 10.89 FEET (THE CHORD BEARS NORTH 53°18'51" EAST, AND MEASURES 10.89 FEET) TO THE POINT OF BEGINNING AND CONTAINING 1.4047 ACRES MORE OR LESS.

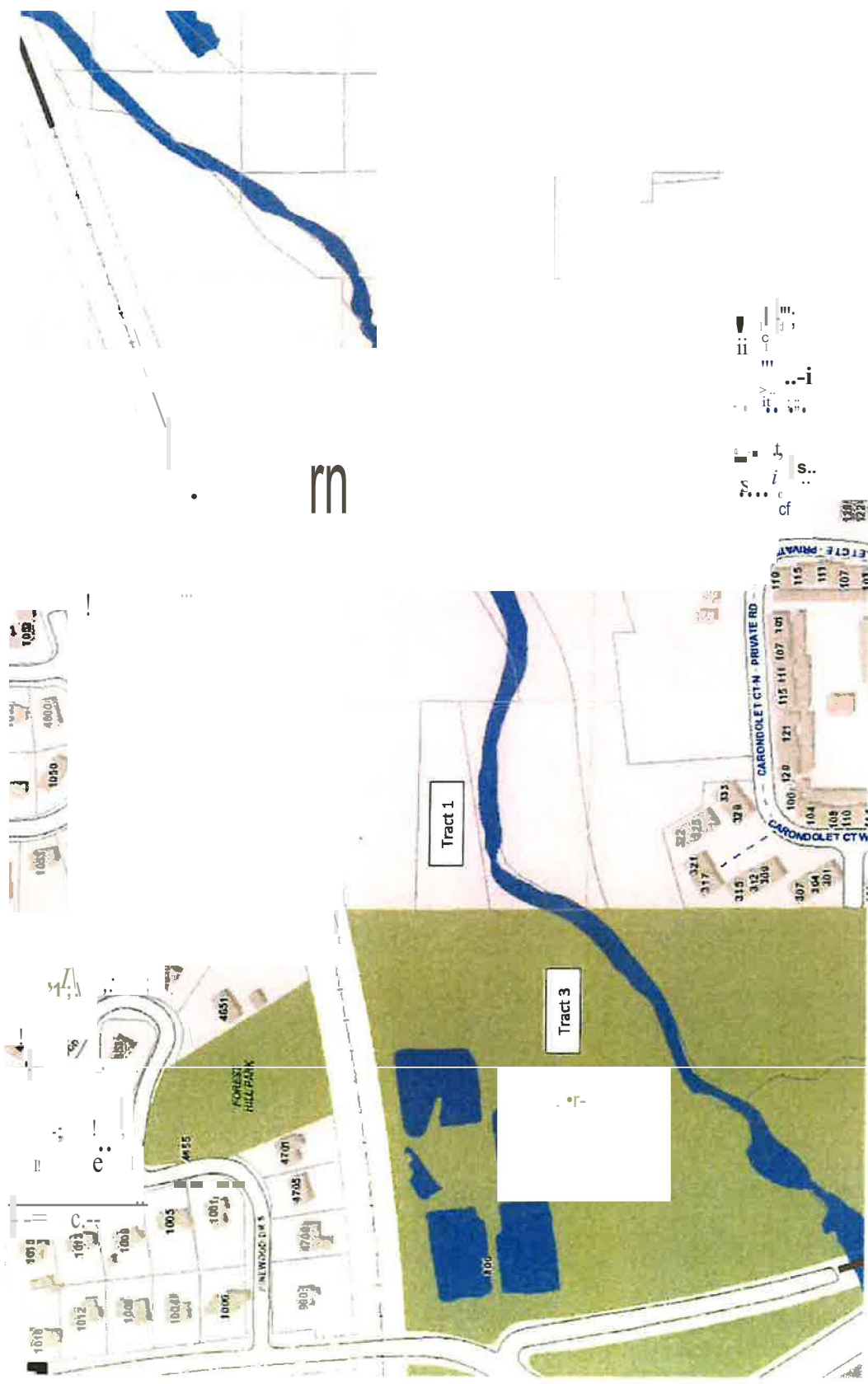
REAL PROPERTY BOOK	PAGE	DATE	PARCEL NO	KEY NO	TRACT NO
Original Document DEED BK 93	567	10/01/2013	02228011113000115	434435	3

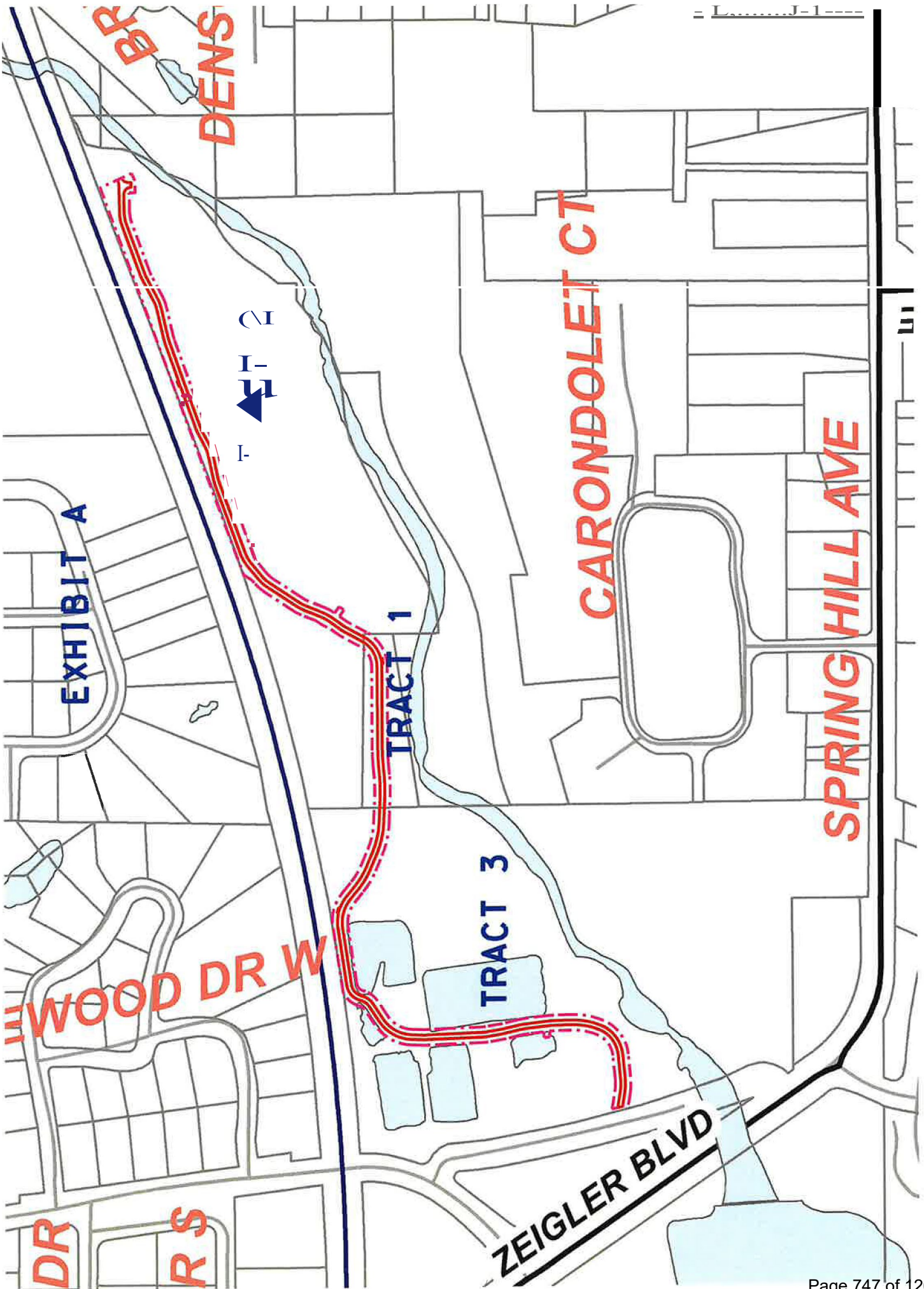
Property to be conveyed for this Covenant of Purpose for Tract 3: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE ILLINOIS, CENTRAL RAILROAD AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH $0^{\circ} 07' 14''$ EAST, ALONG SAID WEST LINE 166.63 FEET TO A POINT ON THE GRANTORS EAST PROPERTY LINE AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE RUN SOUTH $0^{\circ} 07' 44''$ EAST, 40.05 FEET; THENCE RUN NORTH $87^{\circ} 24' 27''$ WEST, 44.61 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, AN ARC DISTANCE OF 85.32 FEET (THE CHORD BEARS NORTH $77^{\circ} 13' 25''$ WEST, AND MEASURES 84.87 FEET); THENCE RUN NORTH $67^{\circ} 02' 23''$ WEST, 42.71 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 61.95 FEET (THE CHORD BEARS NORTH $58^{\circ} 58' 12''$ WEST, AND MEASURES 61.75 FEET); THENCE RUN NORTH $50^{\circ} 54' 17''$ WEST, 35.59 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 66.44 FEET (THE CHORD BEARS NORTH $74^{\circ} 41' 47''$ WEST, AND MEASURES 64.55 FEET); THENCE RUN SOUTH $81^{\circ} 30' 42''$ WEST, 146.93 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 21.00 FEET, AN ARC DISTANCE OF 22.85 FEET (THE CHORD BEARS SOUTH $50^{\circ} 20' 27''$ WEST, AND MEASURES 21.74 FEET); THENCE RUN SOUTH $19^{\circ} 10' 12''$ WEST, 8.81 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 61.00 FEET, AN ARC DISTANCE OF 39.52 FEET (THE CHORD BEARS SOUTH $37^{\circ} 43' 46''$ WEST, AND MEASURES 38.83 FEET); THENCE RUN SOUTH $56^{\circ} 17' 20''$ WEST, 45.83 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 75.63 FEET (THE CHORD BEARS SOUTH $29^{\circ} 12' 19''$ WEST, AND MEASURES 72.85 FEET); THENCE RUN SOUTH $26^{\circ} 07' 19''$ WEST, 27.84 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF

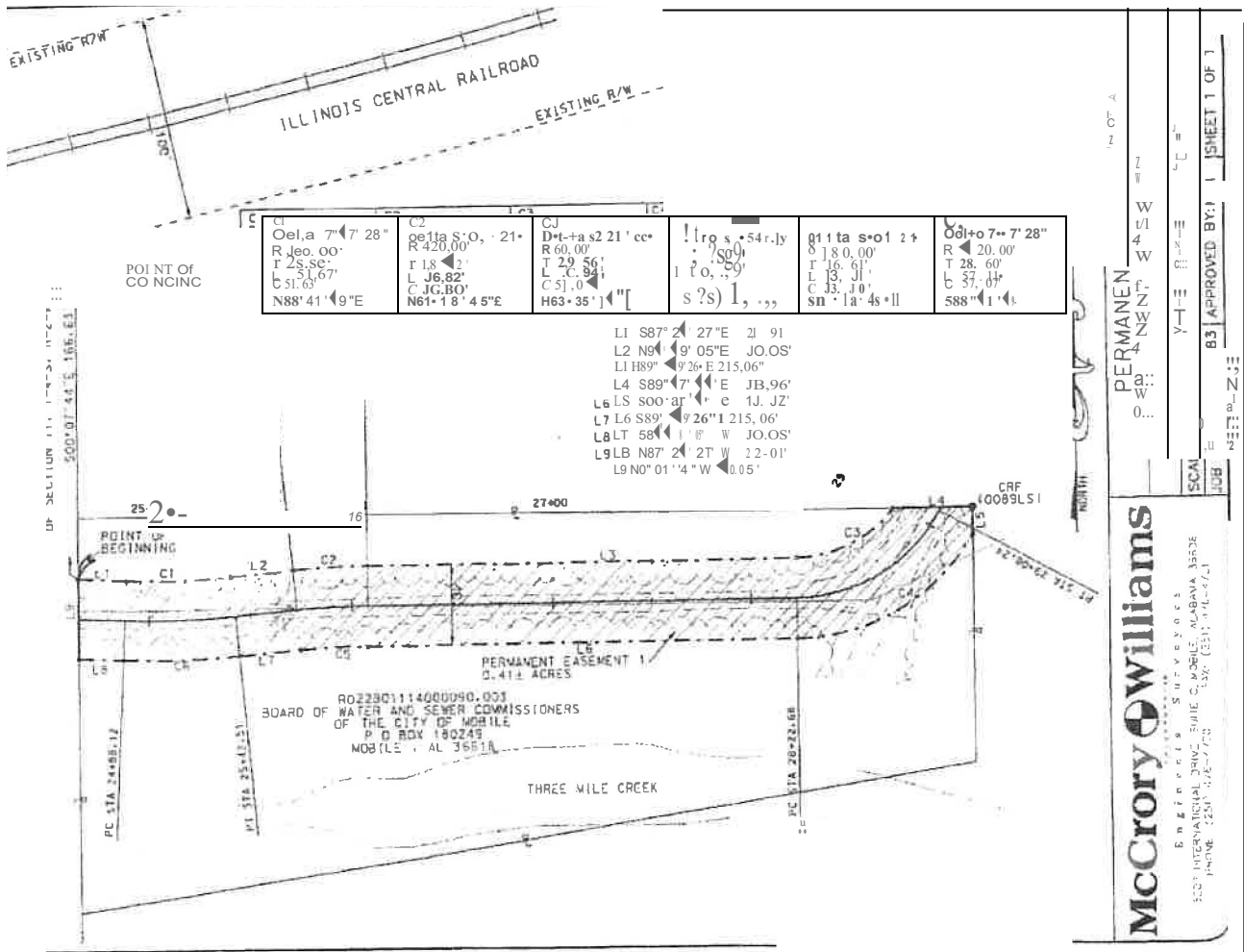
130.00 FEET, AN ARC DISTANCE OF 9.54 FEET (THE CHORD BEARS SOUTH $0^{\circ} 01' 14''$ WEST, AND MEASURES 9.53 FEET); THENCE RUN SOUTH $2^{\circ} 04' 50''$ EAST, 54.08 FEET; THENCE RUN SOUTH $2^{\circ} 03' 51''$ EAST, 88.65 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 10.24 FEET (THE CHORD BEARS SOUTH $5^{\circ} 43' 54''$ EAST, AND MEASURES 10.23 FEET); THENCE RUN SOUTH $23^{\circ} 23' 57''$ EAST, 38.61 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 5.15 FEET (THE CHORD BEARS SOUTH $11^{\circ} 14' 41''$ EAST, AND MEASURES 5.15 FEET); THENCE RUN SOUTH $13^{\circ} 05' 25''$ EAST, 39.51 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 24.67 FEET (THE CHORD BEARS SOUTH $9^{\circ} 52' 41''$ EAST, AND MEASURES 24.66 FEET); THENCE RUN SOUTH $6^{\circ} 39' 56''$ EAST, 48.95 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 19.59 FEET (THE CHORD BEARS SOUTH $4^{\circ} 06' 51''$ EAST, AND MEASURES 19.59 FEET); THENCE RUN SOUTH $1^{\circ} 33' 46''$ EAST, 42.80 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 84.08 FEET (THE CHORD BEARS SOUTH $10^{\circ} 28' 51''$ WEST, AND MEASURES 83.46 FEET); THENCE RUN SOUTH $22^{\circ} 31' 27''$ WEST, 0.69 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 105.00 FEET, AN ARC DISTANCE OF 113.66 FEET (THE CHORD BEARS SOUTH $53^{\circ} 32' 09''$ WEST, AND MEASURES 108.19 FEET); THENCE RUN SOUTH $84^{\circ} 32' 51''$ WEST, 59.15 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 44.28 FEET (THE CHORD BEARS NORTH $87^{\circ} 59' 27''$ WEST, AND MEASURES 44.15 FEET); THENCE RUN NORTH $80^{\circ} 31' 44''$ WEST, 27.44 FEET; THENCE RUN NORTH $14^{\circ} 03' 20''$ WEST, 43.63 FEET; THENCE RUN SOUTH $80^{\circ} 31' 44''$ EAST, 44.86 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 33.86 FEET (THE CHORD BEARS SOUTH $87^{\circ} 59' 27''$ EAST, AND MEASURES 33.76 FEET); THENCE RUN NORTH $84^{\circ} 32' 51''$ EAST, 59.15 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 70.36 FEET (THE CHORD BEARS NORTH $53^{\circ} 32' 09''$ EAST, AND MEASURES 66.98 FEET); THENCE RUN NORTH $22^{\circ} 31' 27''$ EAST, 0.69 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 160.00

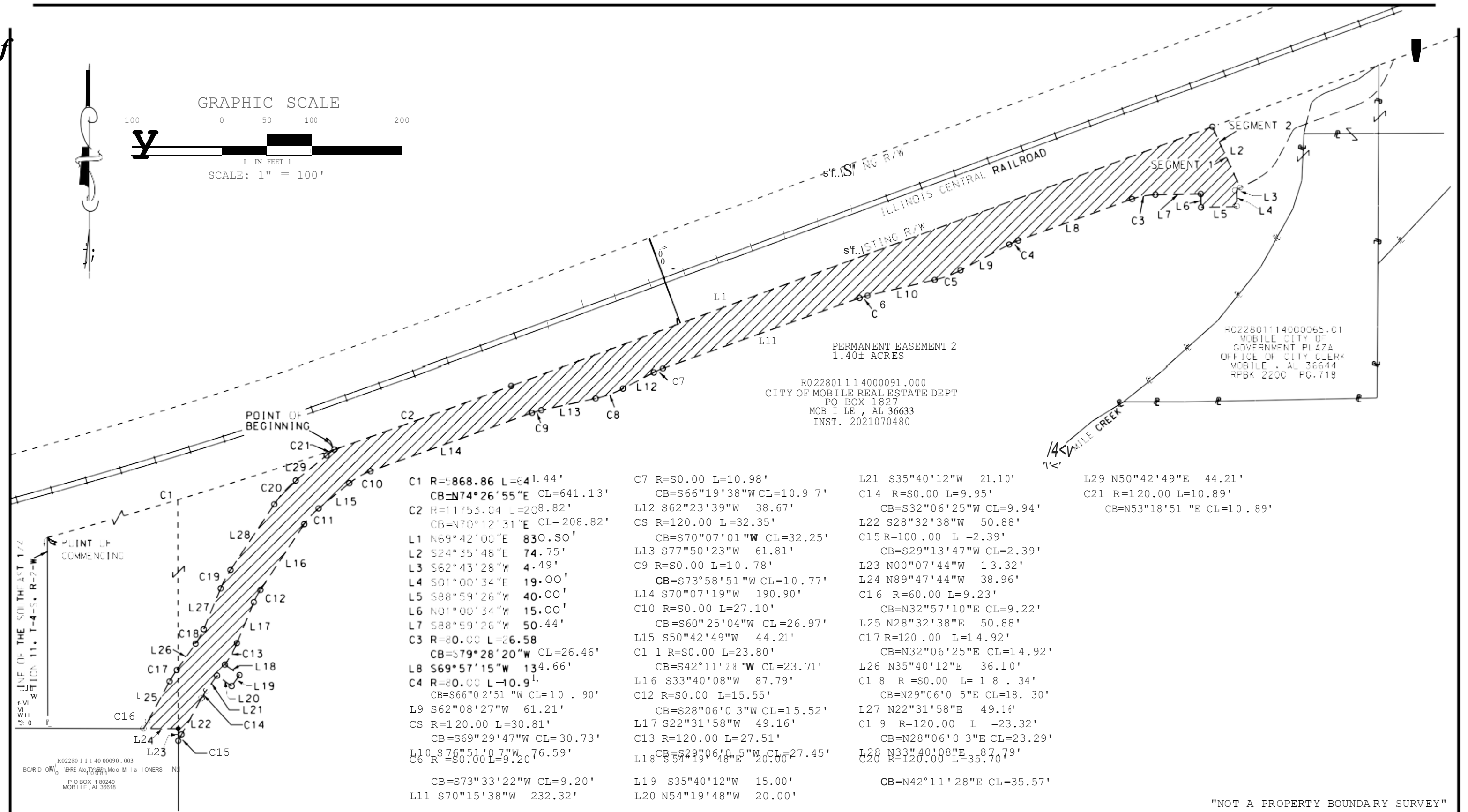
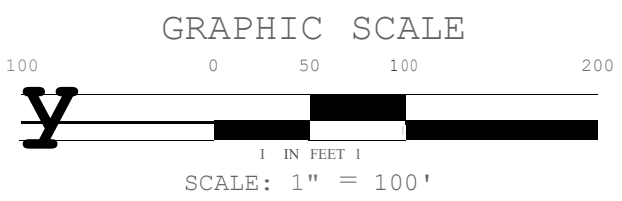
FEET, AN ARC DISTANCE OF 67.26 FEET (THE CHORD BEARS NORTH $10^{\circ}28'15''$ EAST, AND MEASURES 66.77 FEET); THENCE RUN NORTH $1^{\circ}33'46''$ WEST, 42.80 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 13.50 FEET (THE CHORD BEARS NORTH $3^{\circ}42'42''$ WEST, AND MEASURES 13.50 FEET); THENCE RUN SOUTH $83^{\circ}20'04''$ WEST, 14.98 FEET; THENCE RUN NORTH $6^{\circ}39'56''$ WEST, 15.00 FEET; THENCE RUN NORTH $83^{\circ}20'04''$ EAST, 15.00 FEET; THENCE RUN NORTH $6^{\circ}39'56''$ WEST, 36.47 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 20.18 FEET (THE CHORD BEARS NORTH $9^{\circ}52'41''$ WEST, AND MEASURES 20.17 FEET); THENCE RUN NORTH $13^{\circ}05'25''$ WEST, 39.51 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 7.73 FEET (THE CHORD BEARS NORTH $11^{\circ}14'41''$ WEST, AND MEASURES 7.73 FEET); THENCE RUN NORTH $9^{\circ}23'57''$ WEST, 38.61 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 15.36 FEET (THE CHORD BEARS NORTH $5^{\circ}43'54''$ WEST, AND MEASURES 15.35 FEET); THENCE RUN NORTH $2^{\circ}03'51''$ WEST, 88.65 FEET; THENCE RUN NORTH $2^{\circ}04'50''$ WEST, 54.07 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 12.47 FEET (THE CHORD BEARS NORTH $0^{\circ}01'14''$ EAST, AND MEASURES 12.47 FEET); THENCE RUN NORTH $2^{\circ}07'19''$ EAST, 27.84 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 113.45 FEET (THE CHORD BEARS NORTH $29^{\circ}12'19''$ EAST, AND MEASURES 109.27 FEET); THENCE RUN NORTH $56^{\circ}17'20''$ EAST, 45.83 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 21.00 FEET, AN ARC DISTANCE OF 13.60 FEET (THE CHORD BEARS NORTH $37^{\circ}43'46''$ EAST, AND MEASURES 13.37 FEET); THENCE RUN NORTH $19^{\circ}10'12''$ EAST, 8.81 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 61.00 FEET, AN ARC DISTANCE OF 50.65 FEET (THE CHORD BEARS NORTH $42^{\circ}57'25''$ EAST, AND MEASURES 49.21 FEET); THENCE RUN NORTH $81^{\circ}24'17''$ EAST, 182.46 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 79.59 FEET (THE CHORD BEARS SOUTH $69^{\circ}54'21''$ EAST, AND MEASURES 78.14 FEET); THENCE RUN SOUTH $50^{\circ}54'17''$ EAST, 35.59 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 50.69 FEET (THE CHORD BEARS SOUTH $58^{\circ}58'20''$ EAST, AND MEASURES 50.52 FEET); THENCE RUN SOUTH $67^{\circ}02'23''$ EAST, 42.71 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 71.10 FEET (THE CHORD BEARS SOUTH $77^{\circ}13'25''$ EAST, AND MEASURES 70.72 FEET); THENCE RUN SOUTH $87^{\circ}24'27''$ EAST, 42.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.30 ACRES MORE OR LESS.

EXHIBIT "A"









C1 R=5868.86 L=641.44'
CB=N74°26'55"E CL=641.13'
C2 R=11753.04 L=208.82'
CB=N70°12'31"E CL=208.82'
L1 N69°42'00"E 830.50'
L2 S24°35'48"E 74.75'
L3 S62°43'28"W 4.49'
L4 S01°00'34"E 19.00'
L5 S88°59'26"W 40.00'
L6 N01°00'34"W 15.00'
L7 S88°59'26"W 50.44'
C3 R=80.00 L=26.58
CB=S79°28'20"W CL=26.46'
L8 S69°57'15"W 134.66'
C4 R=80.00 L=10.91'
CB=S66°02'51"W CL=10.90'
L9 S62°08'27"W 61.21'
CS R=120.00 L=30.81'
CB=S69°29'47"W CL=30.73'
L10 S76°51'07"W 76.59'
C6 R=80.00 L=9.20'
CB=S73°33'22"W CL=9.20'
L11 S70°15'38"W 232.32'

C7 R=S0.00 L=10.98'
CB=S66°19'38"W CL=10.97'
L12 S62°23'39"W 38.67'
CS R=120.00 L=32.35'
CB=S70°07'01"W CL=32.25'
L13 S77°50'23"W 61.81'
C9 R=S0.00 L=10.78'
CB=S73°58'51"W CL=10.77'
L14 S70°07'19"W 190.90'
C10 R=S0.00 L=27.10'
CB=S60°25'04"W CL=26.97'
L15 S50°42'49"W 44.21'
C1 R=S0.00 L=23.80'
CB=S42°11'28"W CL=23.71'
L16 S33°40'08"W 87.79'
C12 R=S0.00 L=15.55'
CB=S28°06'03"W CL=15.52'
L17 S22°31'58"W 49.16'
C13 R=120.00 L=27.51'
CB=S29°06'05"W CL=27.45'
L18 S54°19'48"E 20.00'
L19 S35°40'12"W 15.00'
L20 N54°19'48"W 20.00'

L21 S35°40'12"W 21.10'
C14 R=S0.00 L=9.95'
CB=S32°06'25"W CL=9.94'
L22 S28°32'38"W 50.88'
C15 R=100.00 L=2.39'
CB=S29°13'47"W CL=2.39'
L23 N00°07'44"W 13.32'
L24 N89°47'44"W 38.96'
C16 R=60.00 L=9.23'
CB=N32°57'10"E CL=9.22'
L25 N28°32'38"E 50.88'
C17 R=120.00 L=14.92'
CB=N32°06'25"E CL=14.92'
L26 N35°40'12"E 36.10'
C18 R=S0.00 L=18.34'
CB=N29°06'05"E CL=18.30'
L27 N22°31'58"E 49.16'
C19 R=120.00 L=23.32'
CB=N28°06'03"E CL=23.29'
L28 N33°40'08"E 87.79'
C20 R=120.00 L=35.70'
CB=N42°11'28"E CL=35.57'

L29 N50°42'49"E 44.21'
C21 R=120.00 L=10.89'
CB=N53°18'51"E CL=10.89'

"NOT A PROPERTY BOUNDARY SURVEY"

McCrory Williams

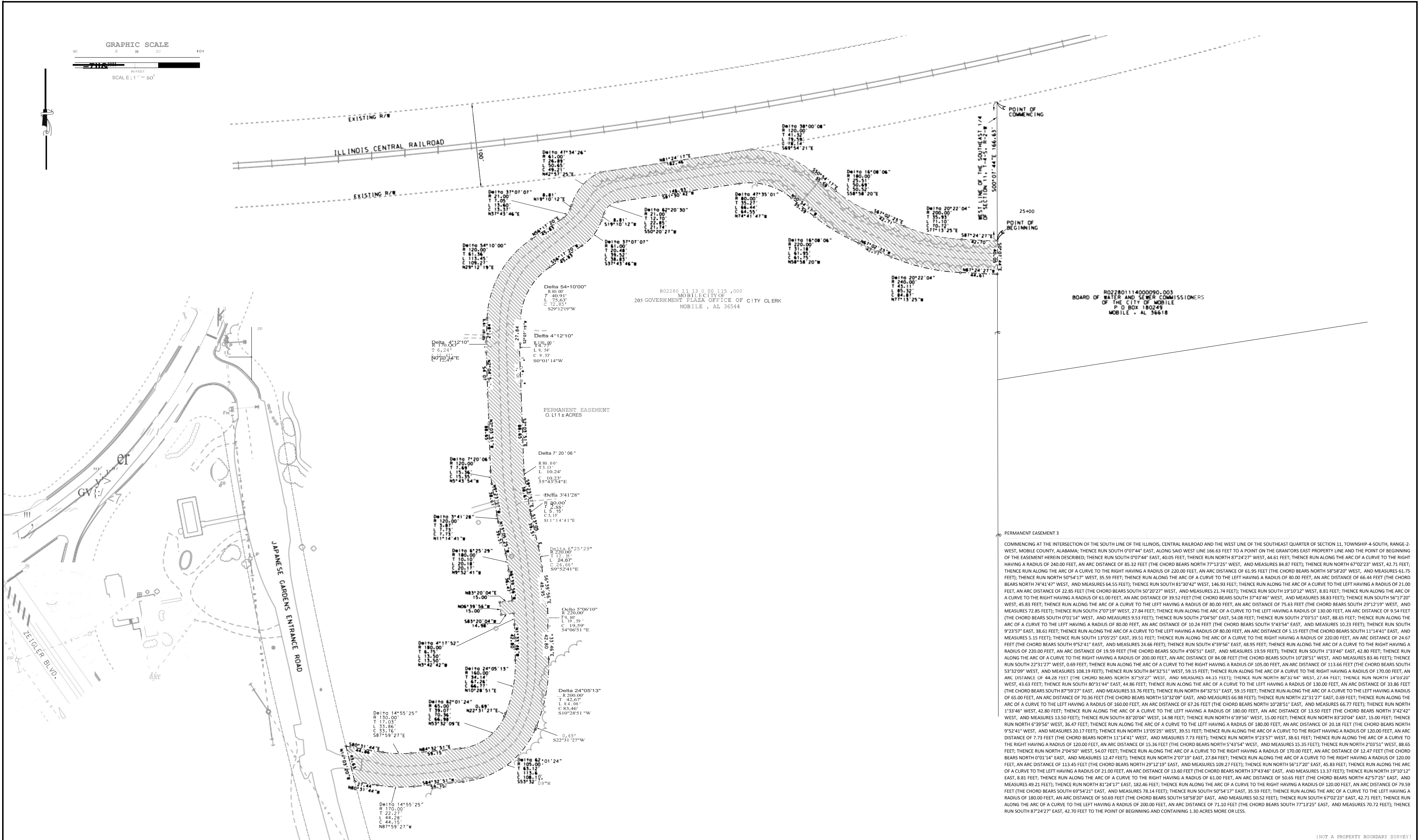
Engineers Surveyors

3207 INTERNATIONAL DRIVE
SUITE G
MOBILE, ALABAMA 36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
E-mail: mail@mcwinc.com

PERMANENT EASEMENT 2 THREE MILE CREEK GREENWAY TRAIL
c SEGMENT 1 >

SECTION 11, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA

SCALE: 1"=100' DATE: 05-17-2024 DRAWN BY: RCL APPROVED BY: MJM SHEET 1 OF 1



McCrory Williams

INCORPORATED
ENGINEERS & SURVEYORS

3207 INTERNATIONAL DRIVE
SUITE G
MOBILE, ALABAMA
36606
VOICE 12511476-4720
FAX 12511476-4721
E-MAIL mail@mcwinc.com

PERMANENT EASEMENT 3

SECTION 11, T-4-S, R-2-W, MOBILE COUNTY, ALABAMA

EXHIBIT B
Instrument No. 2023046834
Parcel No. 2801114000090.003

NOTE: Tract 1 is misidentified in this easement document as Tract 3. Please note that when reading Exhibit B.

Tammy Davis
30490 Spanish Lane
Spanish Fort, Alabama 36527
(251) 408-7231
tammybdavis1964@gmail.com

City of Mobile Real Estate Department
P.O. Box 1827
Government Plaza, South Tower, 4th Floor
Mobile, Alabama 36633

Date: September 10,, 2023

Re: Segment 1 Tract 1
Key Number: 1913362

At your request I have conducted a title search of the records in the Office of the Judge of Probate of Mobile County, Alabama for a period of June 25, 1971, thru September 7, 2023, on the following described property:

Mobile Greenway Initiative Three Mile Creek Trail, Segment 1 Tract 1

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE ILLINOIS, CENTRAL RAILROAD AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 0°07'44" EAST, ALONG SAID WEST LINE 166.63 FEET TO A POINT ON THE GRANTORS WEST PROPERTY LINE AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE RUN SOUTH 87°24'27" EAST, 23.91 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 51.67 FEET (THE CHORD BEARS NORTH 88°41'49" EAST, AND MEASURES 51.63 FEET); THENCE RUN NORTH 84°48'05" EAST, 30.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET, AN ARC DISTANCE OF 36.82 FEET (THE CHORD BEARS NORTH 87°18'45" EAST, AND MEASURES 36.80 FEET); THENCE RUN NORTH 89°49'26" EAST, 215.06 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 54.94 FEET (THE CHORD BEARS NORTH 63°35'34" EAST, AND MEASURES 53.04 FEET); THENCE RUN SOUTH 89°47'44" EAST, 38.96 FEET; THENCE RUN SOUTH 0°07'44" EAST 13.32 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 104.56 FEET (THE CHORD BEARS SOUTH 59°52'11" WEST, AND MEASURES 99.86 FEET); THENCE RUN SOUTH 89°49'26" WEST, 215.06 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 33.31 FEET (THE CHORD BEARS SOUTH 87°18'45" WEST, AND MEASURES 33.30 FEET); THENCE RUN SOUTH 84°48'05" WEST, 30.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE

RIGHT HAVING A RADIUS OF 420.00 FEET, AN ARC DISTANCE OF 57.11 FEET (THE CHORD BEARS SOUTH 88°41'49" WEST, AND MEASURES 57.07 FEET); THENCE RUN NORTH 87°24'27" WEST, 22.01 FEET; THENCE RUN NORTH 0°07'44" WEST, 40.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.41 ACRES MORE OR LESS.

Taxes are marked exempt under Parcel Number 02-28-01-11-4-000-090.003 and Key No. 1913362.

Based on this examination, I report the following:

Fee Simple Title is vested in Board of Water and Sewer Commissioners of the City of Mobile, a public corporation of Alabama.

Open Mortgage(s): None

Judgments and Liens: None

Easements, Covenants, and Restrictions:

- Easement granted to the Board of Water and Sewer Commissioners of the City of Mobile by instrument recorded in RP Book 4387, page 1322.
- Easement granted to Alabama Power Company by instruments recorded in Deed Book 615, page 124 and RP Book 1206, page 347.
- Subject property does not have a dedicated means of ingress and egress to a County or City maintained road.
- Rights of others in Three Mile Creek.
- **Easement granted to the City of Mobile by The Board of Water and Sewer Commissioners of the City of Mobile, dated June 29, 2023 and recorded August 4, 2023 in Instrument 2023046834.**

CHAIN OF TITLE

1. Vendor's Lien Deed executed by Evans, Inc., an Alabama corporation, to Carondolet Court, Inc., dated June 23, 1971, and recorded June 25, 1971, in RP Book 1052, page 516. Expired on its terms.
2. Mortgage from Carondolet Court, Inc. to First Federal Savings and Loan Association of Mobile, recorded December 12, 1972, in RP Book 1196, page 197. Expired on its terms.
3. Mortgage from Carondolet Court, Inc., to First National Bank of Commerce, New Orleans, Louisiana, recorded June 5, 1973 in RP Book 1251, page 500. Expired on its terms.
4. Mortgage from Carondolet Court, Inc., to Life and Casualty of Tennessee, recorded November 27, 1974, in RP Book 1403, page 228. Released of record by instrument recorded in RP Book 4031, page 1933.
5. Mortgage from Ladner Construction Co., Inc. and Carondolet Court, Inc., to the First National Bank of Commerce, recorded April 16, 1975, in RP Book 1445, page 160, corrected by instrument recorded April 30, 1975, in RP Book 1450, page 173, and amended by instrument recorded in RP Book 1590, pages 18 and 33 and RP Book 1842, page 667. Expired on its terms.

6. Mortgage from Carondolet Court, Inc. to the First National Bank of Commerce, New Orleans, Louisiana, recorded March 28, 1978 in RP Book 1829, page 877. Expired on its terms.
7. Articles of Merger merging Carondolet Court, Inc., into Ladner & Company, Inc., recorded October 3, 1979 in RP Book 2032, page 843.
8. Mortgage from Ladner & Company, Inc. to First Alabama Bank, recorded January 16, 1990, in RP Book 3521, page 949. Released by partial release recorded in RP Book 4410, page 1287.
9. Warranty Deed executed by Ladner & Company, Inc., an Alabama corporation, to the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation of Alabama, dated April 19, 1996 and recorded August 20, 1996 in RP Book 4387, page 1289.

Note: As a condition of accessing and relying on the information contained in this report, you agree that the liability of the Abstractor on account of errors in pertinent information contained in this report or omissions of pertinent information from this report will not exceed the amount you pay for the services performed. You agree that Alabama law applies.

This report is intended only to reflect items found of record and makes no statement as the status or priority of said findings. Any additional notes in the report should not be construed as an interpretation of title or curative advice. All underwriting and curative matters are the sole responsibility of the customer.

EASEMENT AGREEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

THIS EASEMENT AGREEMENT is made and entered into as of the 29th day of June, 2023, by and among the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of Alabama (the "Grantor"), and the **CITY OF MOBILE**, a Municipal Corporation organized and existing under the laws of the State of Alabama (the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is owner of certain property located in Mobile County, Alabama, which property is more particularly described on "Exhibit A," titled Easement Segment 1-Tract 3 as shown on "Exhibit A(1)," on "Exhibit B," titled Easement Segment 7N-Tract 2 as shown on "Exhibit B(1)," and on "Exhibit C," titled Easement Segment 5-Tract 2 as shown on "Exhibit C(1)," attached hereto and hereinafter collectively referred to as the "Easement Areas"; and

WHEREAS, the City of Mobile has developed a City-wide plan for a greenway recreational trail and land preservation purposes along various creeks, floodplains, and other areas in the City, including the Easement Areas; and

WHEREAS, the Grantee has requested and the Grantor is agreeable to granting perpetual non-exclusive easements over the Easement Areas for the limited uses set forth herein;

NOW, THEREFORE, Grantor, for and in consideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, hereby conveys unto the said Grantee perpetual non-exclusive easements over the Easement Areas for public active or passive green space, including the right to maintain and make improvements approved by Grantor to the Easement Areas.

The grant herein shall be at all times subject and subordinate to the rights and needs of Grantor to operate and maintain its water and sewer system facilities.

GRANTOR AND GRANTEE agree as follows:

1. Any and all costs and expense of constructing, improving and maintaining the greenway recreational trail in the Easement Areas shall be borne by Grantee, its agents or assigns. These are non-exclusive easements and Grantor shall always have the right to enter the Easement Areas, but Grantor shall not have the obligation to conduct any of the foregoing activities all of which are the sole obligation of Grantee.
2. It is understood by the parties that both Grantor and Grantee fall within the provisions of Alabama Code Sections 35-15-1 et. seq and 35-15-20 et. seq.
3. The parties agree that Grantor's business operations are paramount to the Grantee and the public's use of the Easement Areas. Grantor reserves the right to continue to use the Easement Areas for its business operations and reserves the right to modify the Easement Areas as needed for the benefit of its business operations.
4. The parties contemplate the use of the Easement Areas by the general public; however, Grantee shall not have the right to grant easements over the Easement Areas to any third party without prior written consent of Grantor.
5. Grantee shall be responsible for complying with all federal, state, and local statutes, codes, or regulations applicable to its construction of improvements on the Easement Areas.
6. All water and sewer infrastructure owned by Grantor, located above and/or below ground, shall be identified, noted, and protected on construction plans for Grantee's improvements in the Easement Areas.
7. Grantor, in the necessary operation and maintenance of its sewer or water infrastructure may require the removal of any structures, features, or improvements which are constructed or placed upon the Easement Areas by Grantee, and such removal or replacement costs shall be at the sole expense of the Grantee.

8. Grantee, its agents and employees, in the construction, maintenance, and use of any improvements in the Easement Areas, will not be permitted to interfere with the operation and maintenance, nor alter the capacity or function of any water or sewer infrastructure owned by Grantor. Any damage to Grantor's water or sewer infrastructure resulting from activities or use of the Easement Areas by the Grantee, its agents and employees, will be repaired and/or replaced to Grantor's design capacity and function existing at the time of the damage, at Grantee's expense.

9. Any and all lands and/or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Grantee to a condition substantially the same as existed immediately prior to said disturbance. Grantee must establish vegetation or provide other means of erosion control on all areas disturbed by any its activities on the Easement Areas and any erosion caused by its activities must be repaired by Grantee. The foregoing obligations of Grantee will all be performed at no cost to the Grantor.

10. Except as otherwise provided herein, Grantee does hereby obtain all rights and privileges necessary or convenient for use of said Easement Areas.

11. Grantor makes no representations or warranties, expressed or implied, as to the status of title or the physical condition of the Easement Areas, and expressly disclaims the foregoing. Grantee accepts the Easement Areas AS IS.

12. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

[Signature Pages Follow]

BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE, a
Public Corporation

By

Its:

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bud McCrory whose name as Director of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 29th day of June, 2023.

Chastie Pomeroy

Notary Public, State of Alabama

My Commission Expires: 11/12/2023

IN WITNESS WHEREOF, this instrument is executed this the 24 day of July, 2023.

GRANTOR:

CITY OF MOBILE, a Municipal Corporation

By W S Stimpson
William S. Stimpson, Mayor

ATTEST:

Lisa C. Lambert
Lisa C. Lambert, City Clerk

Grantee
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

Easement Segment 1 – Tract 3
Mobile Greenway Initiative

STATE OF ALABAMA
COUNTY OF MOBILE

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE ILLINOIS, CENTRAL RAILROAD AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 0°07'44" EAST, ALONG SAID WEST LINE 166.63 FEET TO A POINT ON THE GRANTORS WEST PROPERTY LINE AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE RUN SOUTH 87°24'27" EAST, 23.91 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 51.67 FEET (THE CHORD BEARS NORTH 88°41'49" EAST, AND MEASURES 51.63 FEET); THENCE RUN NORTH 84°48'05" EAST, 30.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET, AN ARC DISTANCE OF 36.82 FEET (THE CHORD BEARS NORTH 87°18'45" EAST, AND MEASURES 36.80 FEET); THENCE RUN NORTH 89°49'26" EAST, 215.06 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 54.94 FEET (THE CHORD BEARS NORTH 63°35'34" EAST, AND MEASURES 53.04 FEET); THENCE RUN SOUTH 89°47'44" EAST, 38.96 FEET; THENCE RUN SOUTH 0°07'44" EAST, 13.32 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 104.56 FEET (THE CHORD BEARS SOUTH 59°52'11" WEST, AND MEASURES 99.86 FEET); THENCE RUN SOUTH 89°49'26" WEST, 215.06 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 33.31 FEET (THE CHORD BEARS SOUTH 87°18'45" WEST, AND MEASURES 33.30 FEET); THENCE RUN SOUTH 84°48'05" WEST, 30.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET, AN ARC DISTANCE OF 57.11 FEET (THE CHORD BEARS SOUTH 88°41'49" WEST, AND MEASURES 57.07 FEET); THENCE RUN NORTH 87°24'27" WEST, 22.01 FEET; THENCE RUN NORTH 0°07'44" WEST, 40.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.41 ACRES MORE OR LESS.

"EXHIBIT B"

Easement 7N-Tract 2
Mobile Greenway Initiative

State of Alabama)

County of Mobile)

Beginning at the "reference iron" capped rebar (CA0085LS) located at the south end of the west property line of Lot 1, Boltz Lane Subdivision, Resubdivision of Lots 1 & 2, as recorded in Instrument 2018058701 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run North 20°-01'-17" West along the west line of said Lot 1 a distance of 78.81 feet; thence run North 45°-10'-31" East a distance of 94.95 feet to a metal fence; thence run North 65°-12'-44" East along said metal fence a distance of 150.40 feet; thence run North 63°-48'-24" East along said metal fence a distance of 153.21 feet; thence run North 60°-58'-48" East along said metal fence a distance of 135.69 feet; thence run North 60°-57'-01" East along said metal fence a distance of 262.81 feet; thence run North 60°-01'-30" East a distance of 241.47 feet; thence run North 42°-54'-55" East a distance of 128.27 feet; thence run North 55°-30'-07" East a distance of 63.40 feet to the east line of said Lot 1 and the west right-of-way line of Boltz Lane (35' r/w); thence run South 39°-10'-12" East along the east line of said Lot 1 and along said west right-of-way line a distance of 66.60 feet to a capped rebar (CA0085LS); thence run South 57°-15'-37" West a distance of 97.71 feet; thence run South 59°-25'-07" West a distance of 149.35 feet; thence run South 60°-44'-15" West a distance of 101.92 feet; thence run South 58°-50'-40" West a distance of 104.89 feet; thence run South 61°-07'-40" West a distance of 150.42 feet; thence run South 57°-23'-34" West a distance of 98.63 feet; thence run South 58°-27'-11" West a distance of 152.11 feet; thence run South 57°-34'-57" West a distance of 155.35 feet; thence run South 53°-03'-31" West a distance of 163.38 feet; thence run South 52°-41'-16" West a distance of 72.92 feet to the Point of Beginning. The described parcel contains 7.89 acres, more or less.

THIS IS NOT A BOUNDARY SURVEY

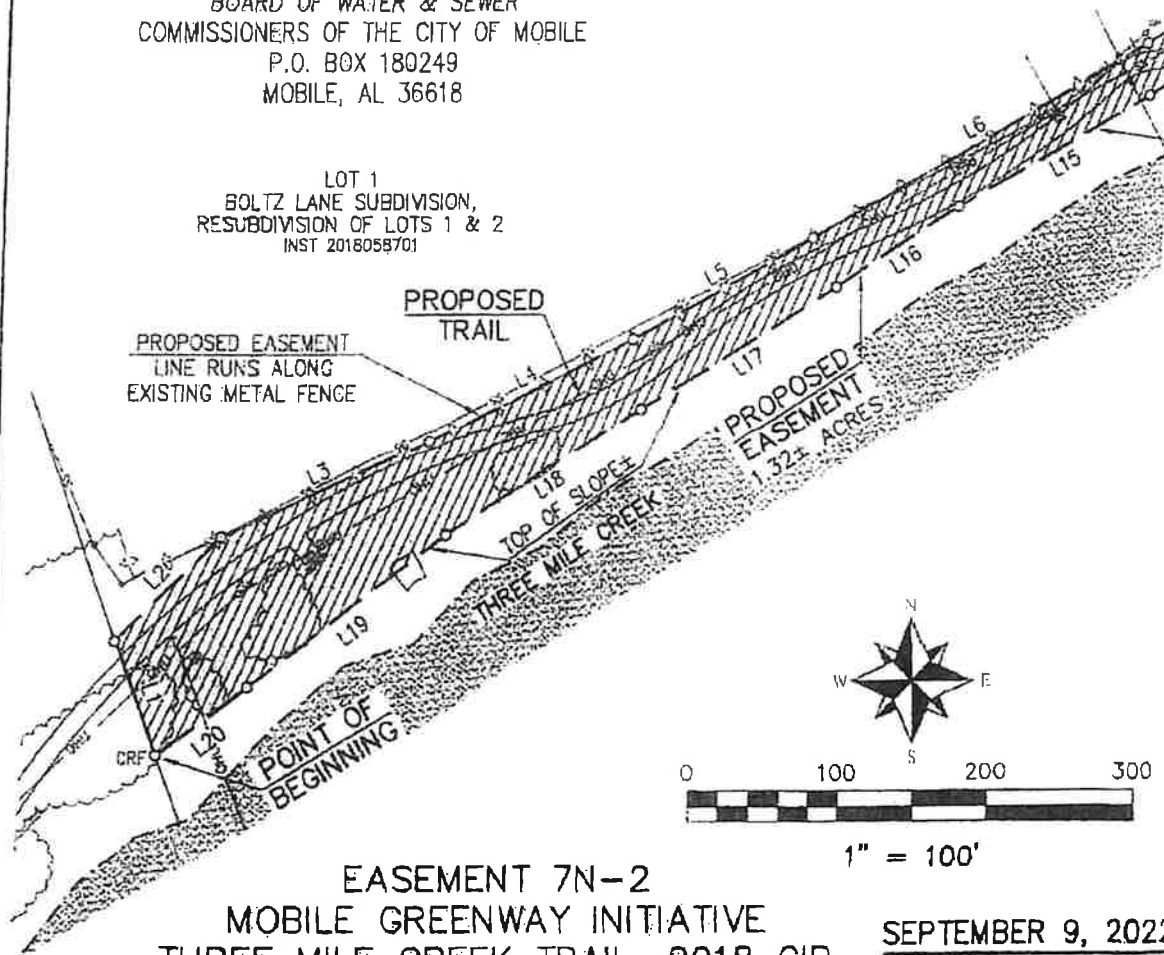
LEGEND

CRF	CAPPED REBAR FOUND (CA0085LS)
SSFM	SANITARY SEWER FORCE MAIN
SS	SANITARY SEWER GRAVITY LINE
W	WROUGHT IRON FENCE
T	TREE LINE
OHU	OVERHEAD UTILITY LINE
UP	UTILITY POLE

LINE	BEARING	DISTANCE
L1	N20°01'17"W	78.81'
L2	N45°10'31"E	94.95'
L3	N65°12'44"E	150.40'
L4	N63°48'24"E	153.21'
L5	N60°58'48"E	135.69'
L6	N60°57'01"E	262.81'
L7	N60°01'30"E	241.47'
L8	N42°54'55"E	128.27'
L9	N55°30'07"E	83.40'
L10	S39°10'12"E	66.60'
L11	S57°15'37"W	97.71'
L12	S59°25'07"W	149.35'
L13	S60°44'15"W	101.92'
L14	S58°50'40"W	104.89'
L15	S61°07'40"W	150.42'
L16	S57°23'34"W	98.63'
L17	S58°27'11"W	152.11'
L18	S57°34'57"W	155.35'
L19	S53°03'31"W	163.38'
L20	S52°41'16"W	72.92'

R02-29-07-42-0-004-310.000
 R02-29-02-44-0-003-095.000
 BOARD OF WATER & SEWER
 COMMISSIONERS OF THE CITY OF MOBILE
 P.O. BOX 180249
 MOBILE, AL 36618

LOT 1
 BOLTZ LANE SUBDIVISION,
 RESUBDIVISION OF LOTS 1 & 2
 INST 2018058701



EASEMENT 7N-2
 MOBILE GREENWAY INITIATIVE
 THREE MILE CREEK TRAIL, 2018 CIP

SEPTEMBER 9, 2022
 EXHIBIT B - 1 OF 2

THIS IS NOT A BOUNDARY SURVEY

LEGEND

- CRF CAPPED REBAR FOUND (CA00B5LS)
- SSFM SANITARY SEWER FORCE MAIN
- SS SANITARY SEWER GRAVITY LINE
- WROUGHT IRON FENCE
- TREE LINE
- OHU OVERHEAD UTILITY LINE
- UP UTILITY POLE

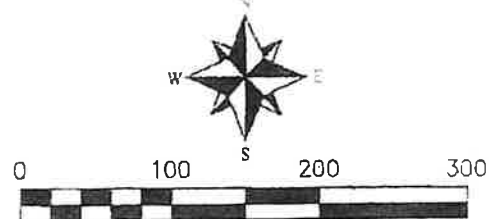
R02-29-07-42-0-004-310.000
R02-29-02-44-0-003-095.000
BOARD OF WATER & SEWER
COMMISSIONERS OF THE CITY OF MOBILE
P.O. BOX 180249
MOBILE, AL 36618

LOT 1
BOLTZ LANE SUBDIVISION,
RESUBDIVISION OF LOTS 1 & 2
INST 2018058701

PROPOSED
TRAIL

PROPOSED
EASEMENT
1.32± ACRES

TOP OF SLOPE ±



EASEMENT 7N-2
MOBILE GREENWAY INITIATIVE
THREE MILE CREEK TRAIL, 2018 CIP

SEPTEMBER 9, 2022
EXHIBIT B - 2 OF 2

"EXHIBIT C"

Easement Segment 5-Tract 2
Mobile Greenway Initiative

State of Alabama
County of Mobile

Beginning at the southwest corner of Lot 6, Friebrook Place, as recorded in Map Book 25, Page 23 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run North 03°-23'-16" East along the east line of said Lot 6 a distance of 46.15 feet; thence run South 48°-45'-54" East a distance of 158.93 feet; thence run South 76°-49'-29" East a distance of 44.50 feet; thence run South 51°-19'-12" East a distance of 89.75 feet to the west right-of-way line of Mobile Street (80' r/w); thence run southwardly along said west right-of-way line and along the arc of a curve to the right (having a delta of 01°-40'-06", a radius of 2,824.79 feet, a chord bearing of South 01°-06'-29" East, and a chord length of 82.24 feet) an arc distance of 82.25 feet; thence run North 53°-58'-28" West a distance of 154.58 feet; thence run North 43°-59'-29" West a distance of 161.55 feet to the Point of Beginning. The described parcel contains 0.37 acre, more or less.

EXHIBIT C(1)

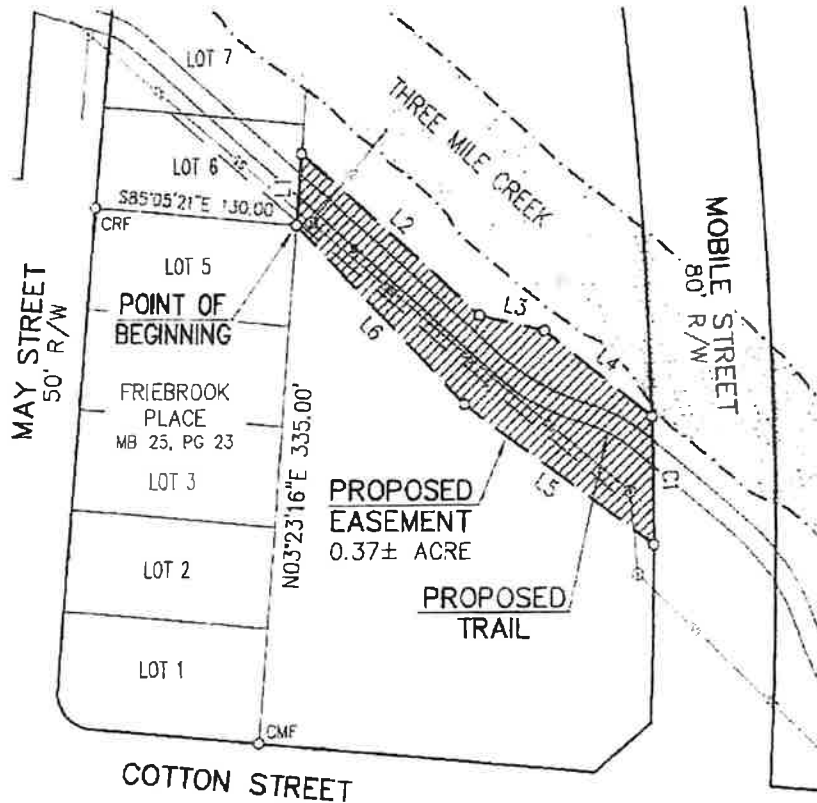
THIS IS NOT A BOUNDARY SURVEY

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	01°40'06"	2,824.79'	82.25'	S01°06'29"E	82.24'

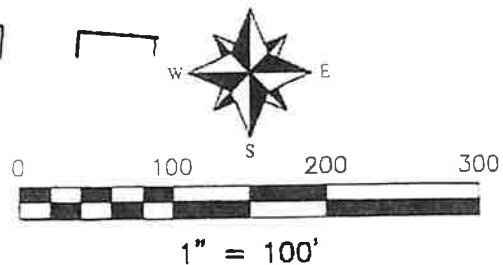
LEGEND

CRF CAPPED REBAR FOUND (POLY)
 CMF CONCRETE MONUMENT FOUND
 SS SANITARY SEWER LINE

LINE	BEARING	DISTANCE
L1	N03°23'16"E	46.15'
L2	S48°45'54"E	158.93'
L3	S78°49'29"E	44.50'
L4	S51°19'12"E	89.75'
L5	N53°58'28"W	154.58'
L6	N43°59'29"W	161.55'



R02-29-07-23-0-001-002.000
 BOARD OF WATER AND SEWER
 COMMISSIONERS OF THE CITY OF MOBILE
 PO BOX 180249
 MOBILE, AL 36618



EASEMENT 5S-2
 MOBILE GREENWAY INITIATIVE
 THREE MILE CREEK TRAIL, 2018 CIP

SEPTEMBER 9, 2022
 EXHIBIT B

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmembers Gina Gregory and Corey Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts an Easement Agreement from the, the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of Alabama, as needed for the Three Mile Creek Greenway Trail.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile.

Adopted: **JUL 24 2023**


City Clerk

**WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION
AND RIGHT-OF-ENTRY**

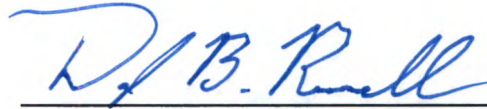
OWNERS: Board of Water and Sewer Commissioners of the City of Mobile
SEGMENT 1 TRACT 3

The Board of Water and Sewer Commissioners of the City of Mobile the undersigned property owner does hereby acknowledge that it has been made aware of its rights to an appraisal and just compensation and in further consideration of the premises. The Board does hereby waive its rights to said appraisal and just compensation and grants the easement as shown in Exhibit A (1) of the easement having the recorded Instrument # 2023046834 for the construction of SEGMENT 1 of the Mobile Greenway Initiative

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 8th day of January, 2024.



Witness



Property Owner: Board of Water and Sewer
Commissioners of the City of Mobile

Daryl B. Russell
Director of Planning & Market Development

EXHIBIT C
Instrument No. 2021070480
Parcel No. 022801114000091

Tammy Davis
30490 Spanish Lane
Spanish Fort, Alabama 36527
(251) 408-7231
tammybdavis1964@gmail.com

City of Mobile Real Estate Department
P.O. Box 1827
Government Plaza, South Tower, 4th Floor
Mobile, Alabama 36633

Date: September 10, 2023

Re: Mobile Greenway Initiative, Three Mile Creek, Segment 1—Tract 2
Key Number: 435657

At your request I have conducted a title search of the records in the Office of the Judge of Probate of Mobile County, Alabama for a period of March 23, 1948 to September 7, 2023 on the following described property:

Mobile Greenway Initiative Three Mile Creek Trail, Segment 1 Tract 2

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE ILLINOIS, CENTRAL AND GULF RAILROAD AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND RUN THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF SAID RAILROAD 1890 FEET MORE OR LESS TO THE WEST LINE OF THREE MILE CREEK, THENCE RUN SOUTHWESTWARDLY ALONG THE NORTHWEST LINE OF THREE MILE CREEK 1700 FEET MORE OR LESS TO THE EAST LINE OF LOT 9 OF A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 2 WEST, THENCE RUN NORTH 190 FEET MORE OR LESS THENCE RUN WESTWARDLY 446 FEET MORE OR LESS TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, THENCE RUN NORTH ALONG SAID WEST LINE 135 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PROPERTY BEING A PORTION OF LOTS 7, 8, 9, 10, 11 AND 12 OF A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11 AND LOTS 10 AND 15 OF A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11 LYING SOUTH OF THE ILLINOIS, CENTRAL AND GULF RAILROAD AND NORTH AND WEST OF THREE MILE CREEK IN SECTION 11, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF MOBILE COUNTY, ALABAMA

Ad valorem Taxes for the year 2022 are marked Exempt under Parcel 02-28-01-11-4-000-091.

Based on this examination, I report the following:

Fee Simple Title is vested in **City of Mobile**

Segment 1—Tract 2

Open Mortgage(s): None

Judgments and Liens: None

Governmental Tax Liens: None

Pending Court Actions: None

Easements, Covenants, and Restrictions:

- Easement granted to Alabama Power Company by instrument recorded in Deed Book 457, page 366.
- Easement granted to the Board of Water and Sewer Commissioners of the City of Mobile by instrument recorded in RP Book 556, page 263.
- Easement granted to the Board of Water and Sewer Commissioners of the City of Mobile by instrument recorded in RP Book 17, page 136.
- Easement granted to the Board of Water and Sewer Commissioners of the City of Mobile by instrument recorded in RP Book 2142, page 260 and corrected by instrument recorded in RP Book 2186, page 555.
- Covenant for the procurement/placement/maintenance of 2 permanent historical markers set forth in the correction deed recorded in Instrument No. 2021070480.
- Terms and conditions of Memorandum of Lease by and between The Trash Homestead Corporation and The Board of Water and Sewer Commissioners of the City of Mobile recorded in RP Book 6809, page 1576.
- No apparent means of ingress or egress.
- Rights of other parties in Three Mile Creek.

CHAIN OF TITLE

1. Warranty Deed with rights of survivorship executed by O. F. Powell and Kathleen B. Powell, husband and wife, to Woodrow W. Everett and Katie T. Everett, dated March 23, 1948 and recorded March 23, 1948 in Deed Book 451, page 58 and recorded February 28, 1963 in RP Book 400, page 736.
2. Final Decree on Bill to Quiet Title rendered vesting fee simple title into Woodrow W. Everett and Katie T. Everett, dated May 29, 1958 and recorded June 6, 1958 in Deed Book 781, page 599.
3. Quitclaim Deed with rights of survivorship executed by Lonnie Walker and Joan Walker, husband and wife, to Woodrow w. Everett and Katie T. Everett, dated November 5, 1957 and recorded June 11, 1958 in Deed Book 782, page 260.
4. Warranty Deed with rights of survivorship executed by Charles M. Kilborn and Rosanne Kilborn, husband and wife, to Woodrow w. Everett and Katie T. Everett, dated June 8, 1962 and recorded July 31, 1962 in RP Book 347, page 600.
5. Warranty Deed executed by Woodrow W. Everett and Katie T. Everett, husband and wife, to The Trash Homestead Corporation, dated March 10, 1997 and recorded December 13, 2004 in RP Book 5699, page 1505.

6. Warranty Deed executed by Thrash Homestead Corporation FEIN 592353034, to Northeast Consortium for Engineering Education, Inc., dated July 30, 2021 and recorded October 5, 2021 in Instrument 2021065962 and corrected by Correction Deed dated October 14, 2021 and recorded October 25, 2021 in Instrument 2021070479.

7. Warranty Deed executed by Northeast Consortium for Engineering Education, to the City of Mobile, dated September 30, 2021 and recorded October 5, 2021 in Instrument 2021065891 and corrected by Correction Deed dated October 19, 2021 and recorded October 25, 2021 in Instrument 2021070480.

Note: As a condition of accessing and relying on the information contained in this report, you agree that the liability of the Abstractor on account of errors in pertinent information contained in this report or omissions of pertinent information from this report will not exceed the amount you pay for the services performed. You agree that Alabama law applies.

This report is intended only to reflect items found of record and makes no statement as the status or priority of said findings. Any additional notes in the report should not be construed as an interpretation of title or curative advice. All underwriting and curative matters are the sole responsibility of the customer.

STATE OF ALABAMA

COUNTY OF MOBILE

CORRECTION DEED

This Correction Deed is being executed and recorded to correct the form and notarial acknowledgment of the deed recorded in Instrument No. 2021065891 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

KNOW ALL MEN BY THESE PRESENTS, that NORTHEAST CONSORTIUM FOR ENGINEERING EDUCATION, INC., a New York not-for-profit corporation, the Grantor, for and in consideration of the sum of TWO HUNDRED SIX THOUSAND AND 00/100 DOLLARS (\$206,000.00), the purchase price hereby acknowledged to have been paid to said Grantor by CITY OF MOBILE, the Grantee, subject to the exceptions, reservations and provisions hereinafter set forth, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, the following described real property situate in the County of Mobile, State of Alabama, to-wit:

PARCEL 1:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE ILLINOIS, CENTRAL AND GULF RAILROAD AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND RUN THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF SAID RAILROAD 1890 FEET MORE OR LESS TO THE WEST LINE OF THREE MILE CREEK, THENCE RUN SOUTHWESTWARDLY ALONG THE NORTHWEST LINE OF THREE MILE CREEK 1700 FEET MORE OR LESS TO THE EAST LINE OF LOT 9 OF A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 2 WEST, THENCE RUN NORTH 190 FEET MORE OR LESS THENCE RUN WESTWARDLY 446 FEET MORE OR LESS TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, THENCE RUN NORTH ALONG SAID WEST LINE 135 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PROPERTY BEING A PORTION OF LOTS 7, 8, 9, 10, 11 AND 12 OF A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11 AND LOTS 10 AND 15 OF A SUBDIVISION OF

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11 LYING SOUTH OF THE ILLINOIS, CENTRAL AND GULF RAILROAD AND NORTH AND WEST OF THREE MILE CREEK IN SECTION 11, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF MOBILE COUNTY, ALABAMA.

PARCEL 2:

COMMENCING AT THE NORTHEAST CORNER OF BROOKMOOR SUBDIVISION AS RECORDED IN MAP BOOK 9, PAGE 176 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, THENCE RUN EAST 1240 FEET MORE OR LESS TO THREE MILE CREEK, THENCE RUN SOUTHWESTWARDLY ALONG THE NORTHWEST LINE OF THREE MILE CREEK 550 FEET MORE OR LESS TO THE NORTH LINE OF THE ILLINOIS CENTRAL AND GULF RAILROAD, THENCE RUN WESTWARDLY ALONG THE NORTH LINE OF THE RAILROAD RIGHT OF WAY 995 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF BROOKMOOR SUBDIVISION, THENCE RUN NORTHWARDLY ALONG THE EAST SIDE OF BROOKMOOR SUBDIVISION 778 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PROPERTY BEING PART OF LOTS 10 AND 13 OF THE SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER AND PART OF LOTS 14 & 15 OF THE SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER LYING NORTH OF THE ILLINOIS CENTRAL AND GULF RAILROAD AND WEST OF THREE MILE CREEK IN SECTION 11, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA.

LESS AND EXCEPTING THEREFROM such oil, gas and other minerals in, on and under the above described real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others.

The above described property is vacant land and has no physical address.

THIS CONVEYANCE IS ALSO MADE SUBJECT TO THE FOLLOWING:

1. The lien for taxes hereafter falling due;
2. All existing easements and rights of way;
3. All building setback lines and restrictive covenants of record;

4. Terms and conditions of that certain Memorandum of Lease by and between The Thrash Homestead Corporation and The Board of Water and Sewer Commissioners of the City of Mobile dated August 6, 2008 and recorded September 2, 2008 in Real Property Book 6809, page 1576.
5. Easement granted by Woodrow W. Everett and Katie T. Everett to Alabama Power Company dated May 4, 1948 and recorded in Deed Book 457, page 366.
6. Easement granted by Woodrow W. Everett and Katie T. Everett to the Board of Water and Sewer Commissioners of the City of Mobile dated September 30, 1964 and recorded in Real Property Book 556, page 263.
7. Easement granted by Woodrow W. Everett and Katie T. Everett to the Board of Water and Sewer Commissioners of the City of Mobile dated October 20, 1958 and recorded in Real Property Book 17, page 136.
8. Easement granted by Woodrow W. Everett and Katie T. Everett to the Board of Water and Sewer Commissioners of the City of Mobile dated July 17, 1980 and recorded in Real Property Book 2142, page 260 and corrected by instrument recorded in Real Property Book 2186, page 555.
9. Easement granted by Woodrow W. Everett and Katie T. Everett to the Board of Water and Sewer Commissioners of the City of Mobile dated August 6, 2008 and recorded in Real Property Book 5699, page 1505.
10. Any claims or dispute which may arise by virtue of there being no apparent dedicated means of ingress or egress.
11. Rights of other parties, the United States of America, and/or the State of Alabama, in and to the shore, littoral or riparian rights to the subject property lying adjacent to Three Mile Creek.
12. The procurement/placement/maintenance of two (2) permanent historical markers honoring Woodrow and Katie Thrash Everett, at locations and with text agreed to by the Grantor, prior to October 1, 2022.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns, in fee simple, forever.

AND, except as to taxes hereafter falling due, which are assumed by the Grantee, and subject to the exceptions, reservations and conditions set forth above, the said Grantor, for itself, its successors and assigns, hereby covenants with the Grantee, Grantee's successors and assigns, that it is seized of an indefeasible estate in fee simple in said property, that said property is free and clear of all encumbrances, and that it does hereby WARRANT and will forever DEFEND the title to said property and the possession thereof unto the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons.

All recording references are to records in the Office of the Judge of Probate of Mobile County, Alabama.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on this the 19 day of October, 2021.

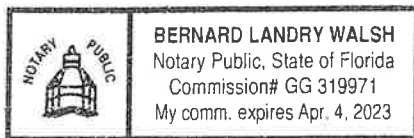
NORTHEAST CONSORTIUM FOR ENGINEERING
EDUCATION, INC.

By: Woodrow W. Everett Jr.
As its Chairman and Treasurer

STATE OF FL
COUNTY OF Osceola

I, the undersigned, a Notary Public, in and for said State and County, hereby certify that Woodrow W. Everett, Jr., whose name as Chairman and Treasurer of NORTHEAST CONSORTIUM FOR ENGINEERING EDUCATION, INC., is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and seal this the 19 day of October, 2021.



[Signature]
Notary Public
My Commission expires 4/4/23

This instrument prepared by:
Goodman G. Ledyard
PIERCE LEDYARD, PC
Post Office Box 161389
Mobile, Alabama 36616; 3986-33975B

Grantee's address:
P.O. Box 1827
Mobile, AL 36633

Grantor's address:
1101 Massachusetts Ave
St. Cloud, FL 34769

Merce Ledyard, PC
P.O. Box 161389
Mobile, AL 36616

EXHIBIT D
Deed Bk 93 Pg 567
Key No. 434435
Parcel No. 022801113000115

Tammy Davis
30490 Spanish Lane
Spanish Fort, Alabama 36527
(251) 408-7231
tammybdavis1964@gmail.com

City of Mobile Real Estate Department
P.O. Box 1827
Government Plaza, South Tower, 4th Floor
Mobile, Alabama 36633

Date: December 2, 2023

Re: Mobile Greenway Initiative, Three Mile Creek Trail Segment 1 Tract 3
Key Number: 434435

At your request I have conducted a title search of the records in the Office of the Judge of Probate of Mobile County, Alabama for a period of November 6, 1900 through November 30, 2023 on the following described property:

PERMANENT EASEMENT 3

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE ILLINOIS, CENTRAL RAILROAD AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 0°07'44" EAST, ALONG SAID WEST LINE 166.63 FEET TO A POINT ON THE GRANTORS EAST PROPERTY LINE AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE RUN SOUTH 0°07'44" EAST, 40.05 FEET; THENCE RUN NORTH 87°24'27" WEST, 44.61 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, AN ARC DISTANCE OF 85.32 FEET (THE CHORD BEARS NORTH 77°13'25" WEST, AND MEASURES 84.87 FEET); THENCE RUN NORTH 67°02'23" WEST, 42.71 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 61.95 FEET (THE CHORD BEARS NORTH 58°58'20" WEST, AND MEASURES 61.75 FEET); THENCE RUN NORTH 50°54'17" WEST, 35.59 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 66.44 FEET (THE CHORD BEARS NORTH 74°41'47" WEST, AND MEASURES 64.55 FEET); THENCE RUN SOUTH 81°30'42" WEST, 146.93 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 21.00 FEET, AN ARC DISTANCE OF 22.85 FEET (THE CHORD BEARS SOUTH 50°20'27" WEST, AND MEASURES 21.74 FEET); THENCE RUN SOUTH 19°10'12" WEST, 8.81 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 61.00 FEET, AN ARC DISTANCE OF 39.52 FEET (THE CHORD BEARS SOUTH 37°43'46" WEST, AND MEASURES 38.83 FEET); THENCE RUN SOUTH 56°17'20" WEST, 45.83 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 75.63 FEET (THE CHORD BEARS SOUTH 29°12'19" WEST, AND MEASURES 72.85 FEET); THENCE RUN SOUTH 2°07'19" WEST, 27.84 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 9.54 FEET (THE CHORD BEARS SOUTH 0°01'14" WEST, AND MEASURES 9.53 FEET); THENCE RUN SOUTH 2°04'50" EAST, 54.08 FEET; THENCE RUN SOUTH 2°03'51" EAST, 88.65 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 10.24 FEET (THE CHORD BEARS SOUTH 5°43'54" EAST, AND MEASURES 10.23

Key No. 434435- Mobile Greenway Initiative, Three Mile Creek Trail Segment 1 Tract 3

FEET); THENCE RUN SOUTH 9°23'57" EAST, 38.61 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 5.15 FEET (THE CHORD BEARS SOUTH 11°14'41" EAST, AND MEASURES 5.15 FEET); THENCE RUN SOUTH 13°05'25" EAST, 39.51 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 24.67 FEET (THE CHORD BEARS SOUTH 9°52'41" EAST, AND MEASURES 24.66 FEET); THENCE RUN SOUTH 6°39'56" EAST, 48.95 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 19.59 FEET (THE CHORD BEARS SOUTH 4°06'51" EAST, AND MEASURES 19.59 FEET); THENCE RUN SOUTH 1°33'46" EAST, 42.80 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 84.08 FEET (THE CHORD BEARS SOUTH 10°28'51" WEST, AND MEASURES 83.46 FEET); THENCE RUN SOUTH 22°31'27" WEST, 0.69 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 105.00 FEET, AN ARC DISTANCE OF 113.66 FEET (THE CHORD BEARS SOUTH 53°32'09" WEST, AND MEASURES 108.19 FEET); THENCE RUN SOUTH 84°32'51" WEST, 59.15 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 44.28 FEET (THE CHORD BEARS NORTH 87°59'27" WEST, AND MEASURES 44.15 FEET); THENCE RUN NORTH 80°31'44" WEST, 27.44 FEET; THENCE RUN NORTH 14°03'20" WEST, 43.63 FEET; THENCE RUN SOUTH 80°31'44" EAST, 44.86 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, AN ARC DISTANCE OF 33.86 FEET (THE CHORD BEARS SOUTH 87°59'27" EAST, AND MEASURES 33.76 FEET); THENCE RUN NORTH 84°32'51" EAST, 59.15 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 70.36 FEET (THE CHORD BEARS NORTH 53°32'09" EAST, AND MEASURES 66.98 FEET); THENCE RUN NORTH 22°31'27" EAST, 0.69 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET, AN ARC DISTANCE OF 67.26 FEET (THE CHORD BEARS NORTH 10°28'51" EAST, AND MEASURES 66.77 FEET); THENCE RUN NORTH 1°33'46" WEST, 42.80 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 13.50 FEET (THE CHORD BEARS NORTH 3°42'42" WEST, AND MEASURES 13.50 FEET); THENCE RUN SOUTH 83°20'04" WEST, 14.98 FEET; THENCE RUN NORTH 6°39'56" WEST, 15.00 FEET; THENCE RUN NORTH 83°20'04" EAST, 15.00 FEET; THENCE RUN NORTH 6°39'56" WEST, 36.47 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 20.18 FEET (THE CHORD BEARS NORTH 9°52'41" WEST, AND MEASURES 20.17 FEET); THENCE RUN NORTH 13°05'25" WEST, 39.51 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 7.73 FEET (THE CHORD BEARS NORTH 11°14'41" WEST, AND MEASURES 7.73 FEET); THENCE RUN NORTH 9°23'57" WEST, 38.61 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 15.36 FEET (THE CHORD BEARS NORTH 5°43'54" WEST, AND MEASURES 15.35 FEET); THENCE RUN NORTH 2°03'51" WEST, 88.65 FEET; THENCE RUN NORTH 2°04'50" WEST, 54.07 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 12.47 FEET (THE CHORD BEARS NORTH 0°01'14" EAST, AND MEASURES 12.47 FEET); THENCE RUN NORTH 2°07'19" EAST, 27.84 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 113.45 FEET (THE CHORD BEARS NORTH 29°12'19" EAST, AND MEASURES 109.27 FEET); THENCE RUN NORTH 56°17'20" EAST, 45.83 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 21.00 FEET, AN ARC DISTANCE OF 13.60 FEET (THE CHORD BEARS NORTH 37°43'46" EAST, AND MEASURES 13.37 FEET); THENCE RUN NORTH 19°10'12" EAST, 8.81 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 61.00 FEET, AN ARC DISTANCE OF 50.65 FEET (THE CHORD BEARS NORTH 42°57'25" EAST, AND MEASURES 49.21 FEET); THENCE RUN

NORTH 81°24'17" EAST, 182.46 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 79.59 FEET (THE CHORD BEARS SOUTH 69°54'21" EAST, AND MEASURES 78.14 FEET); THENCE RUN SOUTH 50°54'17" EAST, 35.59 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 50.69 FEET (THE CHORD BEARS SOUTH 58°58'20" EAST, AND MEASURES 50.52 FEET); THENCE RUN SOUTH 67°02'23" EAST, 42.71 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 71.10 FEET (THE CHORD BEARS SOUTH 77°13'25" EAST, AND MEASURES 70.72 FEET); THENCE RUN SOUTH 87°24'27" EAST, 42.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.30 ACRES MORE OR LESS.

. Said property being commonly known as the Japanese Garden.

Being identified as Parcel Number 02-28-01-11-3-000-115. Ad valorem Taxes for the year 2023 are marked Exempt.

Based on this examination, I report the following:

Fee Simple Title is vested in **City of Mobile**

Leasehold Interest: The Japanese Garden Foundation, Inc. (Unrecorded Lease)

Open Mortgage(s): None

Judgments and Liens: None

Governmental Tax Liens: None

Pending Court Actions: None

Easements, Covenants, and Restrictions:

- Easement granted to Alabama Power Company by instrument recorded April 15, 1970 in Deed Book 775, page 130.
- Sewer easement granted to the Board of Water and Sewer Commissioners of the City of Mobile by instrument recorded May 12, 1958 in Deed Book 780, page 23.
- Easement granted to Alabama Power Company by instrument recorded December 15, 1961 in RP Book 292, page 677.
- Easement granted to South Central Bell Telephone Company recorded March 16, 1970 in RP Book 956, page 781.
- Permanent non-exclusive ingress and egress easement granted to The Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, together with terms, conditions, and stipulations, recorded September 21, 2007 in RP Book 6261, page 1977.
- Rights of other parties in Three Mile Creek.

CHAIN OF TITLE

1. Warranty Deed executed by the Spring Hill Lake Company, a corporation, to the City of Mobile, dated July 20, 1900 and recorded November 6, 1900 in Deed Book 93, page 567.

Key No. 434435- Mobile Greenway Initiative, Three Mile Creek Trail Segment 1 Tract 3

2. Articles of Incorporation of Japanese Garden Foundation, Inc., recorded July 25, 1995 in RP Book 4276, page 1582, amended by instrument recorded August 27, 2004 in RP Book 5650, page 1541.

Note: As a condition of accessing and relying on the information contained in this report, you agree that the liability of the Abstractor on account of errors in pertinent information contained in this report or omissions of pertinent information from this report will not exceed the amount you pay for the services performed. You agree that Alabama law applies.

This report is intended only to reflect items found of record and makes no statement as the status or priority of said findings. Any additional notes in the report should not be construed as an interpretation of title or curative advice. All underwriting and curative matters are the sole responsibility of the customer.

Dead BK 93 pg 567

(31)

Spring Hill Lake Co.

to

City of Mobile

Deed

July 20, 1900

City

State of Alabama, } Probate
Mobile County. } NOV 6 1900

Filed in office this

day and duly recorded in

Book No. 23 N. S. page 567

Wm. Williams
Judge of Probate
L. H. Maynor Clerk



The State of Alabama,

Mobile County.

Know all men by these presents that the Spring Hill Lake Company, a corporation duly incorporated under the general incorporation laws of Alabama in the probate court of Mobile county, for and in consideration of the sum of Eighteen hundred and seventy five dollars paid to said Spring Hill Lake Company by the City of Mobile, the receipt of which payment is hereby acknowledged, does hereby grant, sell, convey and confirm unto the said City of Mobile, and its assigns forever, all and singular the following described property, to wit :- (The north half of the north half of section fifteen, Township, 4 South, Range 2 West, being a hundred and sixty acres,) also the north half of the north half of northwest quarter of section fourteen, Township 4 South, Range 2 West, being forty acres,) ^{20.7 Water Works} also all that part of the Southwest quarter of section eleven, Township 4 South, Range 2 West, which lies south of the line of the Mobile, Jackson and Kansas City Railroad, being ninety acres more or less, which three described parcels of land comprise two hundred and ninety acres, more or less, all situate, lying and being in the county of Mobile, State of Alabama.) The City of Mobile has heretofore paid for forty acres of the above described land, and the consideration hereinabove mentioned is the price paid for the remaining two hundred and fifty acres of said land. Together with all and singular the appurtenances thereunto belonging. To Have and To Hold the above described property to said City of Mobile, its successors and assigns forever. And the said Spring Hill Lake Company does covenant with the said City of Mobile, and its assigns, that the grantor is seized in fee of the premises herein-

bove described, and will warrant and defend the premises to the said City of Mobile and its assigns against the lawful claims and demands of all persons.

This deed is executed in the name of and by the Spring Hill Lake Company, by *Oliville F. Cawthon*, president of said company, pursuant to a resolution adopted by all the stockholders of said company directing the execution of such deed and spread upon the minutes of said company on the 18th day of July, 1900, and made *Exhibit "a" to this deed.* In testimony whereof said *Oliville F. Cawthon*, president, as aforesaid, has hereto set the name of said Spring Hill Lake Company and seal on this the 20th day of *July*, 1900.

Spring Hill Lake Co.
By Oliville F. Cawthon

The State of Alabama,

Mobile County.

I, Dan. B. Cobbs, a Notary

Public in and for said county and state, hereby certify that *Oliville F. Cawthon*, whose name as president of the Spring Hill Lake Company is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily as president of said company and in its name on the day the same bears date, being thereto duly authorized by resolution of the stockholders of said company.

Given under my hand this 20th day of *July*, 1900.

Dan. B. Cobbs,
Notary Public,
Mobile County, Ala.

Exhibit

called
At a meeting of the stockholders of the Spring Hill Lake Company
held at its office in the city of Mobile at 12 M. July 18th, 1900,
the following proceedings were had :- There were present the presi-
dent of the company, *Orville* Oliver F. Carthon, and S. J. Marston and H. Austill,
which three persons own all of the stock of said Company. The pres-
ident called the stockholders to order, and stated that the City of
Mobile, through its proper officers, had offered to buy the lands
of the Lake Company aforesaid, situate in section eleven, fourteen
and fifteen, Township 4 South, Range 2 West, in Mobile County, at
the price of seven dollars and a half per acre, less the forty a-
cres heretofore paid for by the City, and to give in payment for
the lands notes of the City running one, two and three years, with-
out interest, which notes in the aggregate would amount to eigh-
teen hundred and seventy five dollars. After some discussion, the
following resolution was offered by H. Austill :- Whereas, the City
of Mobile has offered to purchase the lands of the Spring Hill Lake
Company situate in Township 4 South, Range 2 West, in the county of
Mobile, State of Alabama, at seven dollars and a half per acre, less
forty acres heretofore paid for by said City, and to deliver to
said Company in payment for said land notes of said City running
one, two and three years without interest, And whereas it will be
to the advantage both of the City and the Lake Company that the ti-
tle and possession of said lands should be transferred to the City
of Mobile, Be it Resolved, that the said offer of the City of Mo-
bile is hereby accepted ; the president of the said Lake Company,
Orville Oliver F. Carthon, is hereby directed to execute proper conveyance
to the said City in the name of the said Lake Company ; and where-
as all of the stock of said Lake Company is owned by said *Orville* Oliver F.

Lake company ; and whereas, all of the stock of said Lake Company is owned by said ^{Orville} ~~Oliver~~ F. Carthon, S.J. Marston and H. Austill in equal proportions ; and whereas said Lake Company will shortly wind up its business and be dissolved, the president of said Lake Company is hereby requested to take notes payable to these three individuals.

The above preamble and resolution was seconded by S.J. Marston, and was put to a vote, and was unanimously adopted.

The foregoing is a correct copy of the minutes of the Spring Hill Lake Company of July 18th, 1900.

S. J. Marston.
Sick.

LEASE AGREEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

THIS LEASE AGREEMENT (referred to sometimes herein as the "Agreement"), made and entered into this 3rd day of Sept., 1996, by and between the CITY OF MOBILE, a Municipal Corporation (hereinafter called "City"), THE JAPANESE GARDEN FOUNDATION, INC. (hereinafter called "Foundation").

W I T N E S S E T H :

The City has determined that certain real property owned by the City and described hereinafter is not needed for public or municipal purposes.

The Foundation wishes to lease said real property and convert the same for use in the operation of an authentic Japanese Garden Complex for the purpose of promoting tourism, for the pleasure of the citizens of Mobile, and to educate the public at large with reference to Japanese history, customs and heritage.

The City is relying upon the expertise, and financial capacity of Foundation to develop said real property;

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties do hereby agree as follows:

ARTICLE ONE

SUBJECT MATTER

1.1 City hereby leases to Foundation, and Foundation hereby leases from City, that certain parcel of real property (hereinafter referred to as the "Leased Premises") together with all improvements thereon, situated in the County of Mobile, State of Alabama, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

AS SHOWN ON DRAWING EXHIBIT "B" ATTACHED HERETO

for continuous use and occupancy by the Foundation.

ARTICLE TWO

TERM

2.1 The term of this Lease shall be FORTY (40) YEARS commencing as of the 3rd day of Sept, 1996 and ending on the 2nd day of Sept, 2036 (the "Basic Term").

2.2 At the expiration of the forty (40) year term as herein above provided, the Foundation shall have the right to renew this Agreement for an additional forty (40) year period (the "Extended Term"), under the same terms as set out herein, but conditioned upon the City's reasonable satisfaction with the performance of the Foundation during the initial term of this Agreement. The Foundation shall give six (6) months' notice in writing to the City of its intention to renew this agreement.

ARTICLE THREE

RENT

3.1 Foundation shall pay to City, as rent for the Leased Premises for the Basic Term and the Extended Term, if applicable, the sum of One Dollar (\$1) per annum, the first payment of which shall be due on the date of execution of this Lease Agreement and on the same day of each year thereafter for the duration of the term. Such rent shall be payable at the Office of the Real Estate Department of the City of Mobile, or at such other place as City may designate in writing.

ARTICLE FOUR

NONDISCRIMINATION

4.1 Foundation agrees that they will not in the use of the Leased Premises discriminate against any person because of race, religion, color, sex, national origin, or disability.

ARTICLE FIVE

USE OF LEASED PREMISES AND RIGHT TO TERMINATE

5.1 Permitted Uses. The Leased Premises are leased and let by the City to Foundation for the purpose of Foundation's operating an authentic Japanese Garden Complex and for no other purposes without the written consent of the City.

5.2 Must Begin Construction. Unless the Foundation shall begin construction of the authentic Japanese Gardens within thirty (30) months of the date of the execution of this Lease Agreement,

the City will have the right to terminate this agreement (unless such failure to begin construction is due to damage to the Leased Premises or improvements thereon that was beyond the control of the Foundation).

5.3 Other Uses. After construction of the authentic Japanese Garden, should Foundation fail to use the Leased Premises for the Permitted Uses for a period of three (3) months, then City will have the right to terminate this Agreement, unless such failure is due to damage to the property or improvements thereon that was beyond the control of Foundation.

5.4 Surrender of Leased Premises. Upon termination of this lease, the Foundation will surrender possession of the Leased Premises together with all improvements thereon or which may be constructed thereon during the term of this lease, in good condition, ordinary wear and tear excepted.

ARTICLE SIX

WARRANTY OF TITLE AND POSSESSION

6.1 City warrants that it is duly authorized to enter into this Lease. Upon the performance of the covenants and agreements to be performed by Foundation under this Agreement, City covenants that it shall not infringe upon Foundation's right to peaceably and quietly have, hold and enjoy the property during the term.

ARTICLE SEVEN

FOUNDATION INDEPENDENCE

7.1 Foundation shall be solely responsible for the design and construction of the authentic Japanese Garden Complex to be constructed on the property, subject to the approval and consent of the City on issues of compatibility with other structures and usages on the adjacent property owned by the City, which such approval shall not be unreasonably withheld. Foundation shall be solely responsible for the operation and maintenance of the authentic Japanese Garden Complex.

7.2 City shall deliver the property in an "as is" condition, and shall bear no responsibility for site preparation or renovation, repair, demolition, or alteration of any improvements thereon.

ARTICLE EIGHT

CONSTRUCTION BY FOUNDATION

8.1 The Foundation shall submit to the City for its prior approval, which approval shall not be unreasonably delayed or withheld, all plans and specifications for any proposed construction on the Leased Premises.

8.2 Foundation covenants and agrees that it will not during the initial term, or any extended term of this lease, permit any lien to be attached to or upon the Leased Premises, or any part thereof. In the event any such lien does so attach, and is not

released within thirty (30) days after notice to Foundation thereof, City, in its sole discretion, may pay and discharge the lien. Foundation agrees to indemnify and reimburse City upon demand for the amount paid by City in paying or discharging any such lien.

ARTICLE NINE

TAXES, ASSESSMENTS, AND OTHER FEES

9.1 The Foundation will pay, as the same become due and are timely presented to it, the following: All utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Leased Premises and facilities; all taxes and governmental charges of any kind whatsoever that may be lawfully assessed or levied against or with respect to the Leased Premises or facilities, any machinery, equipment, or other property located thereon, and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by lien on the Leased Premises or facilities; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Foundation shall be obligated to pay only such installments as are required to be paid during the lease term. Foundation shall have the right to contest any and all taxes, assessments and other governmental charges levied or imposed against or in respect of the Leased Premises or facilities.

9.2 This Lease is a Net Lease. The Foundation recognizes that this lease is a net lease, and all taxes, insurance, utilities, maintenance and repair costs, and other costs related to the property or any other improvements, assessments and any other obligation incurred with respect thereto shall be the sole responsibility and obligation of Foundation.

ARTICLE TEN

PEACEABLE POSSESSION

10.1 In the event of employment of any attorney for the collection of any amounts due hereunder, or for the institution of any suit for possession of the Leased Premises, or for advice for services incident to the breach of any other condition of the lease by the Foundation or on account of bankruptcy proceedings by or against the Foundation, then the Foundation agrees to pay and shall be taxed with a reasonable attorneys' fees or other expenses incurred by City in defending its rights under this Lease Agreement, which fees and expenses shall be part of the debt evidenced and incurred by this lease.

ARTICLE ELEVEN

INDEMNITY

11.1 Foundation hereby indemnifies City and shall protect and hold City harmless from and against all liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising from or in connection with, the following: (a) any injury

to any person or loss or damage to property arising from or connected with the Foundation's use of the property during the term; and (b) performance of any labor or services or the furnishing of any materials or other property.

11.2 Liability Insurance and Hold Harmless Clause. Foundation agrees to maintain in full force and effect during the term of this lease liability insurance acceptable to the City for personal injury and property damage in an amount not less than One Million Dollars (\$1,000,000) and indemnify, protect, and hold City harmless from any and all claims for damages to both person and property of every kind and nature. In this connection, in order to evidence said liability insurance, Foundation agrees to furnish a certificate of insurance from an agent qualified to do business in Alabama showing that Foundation has such insurance in effect with an insurance company qualified to do business in Alabama. The City of Mobile will be named as an additional insured under the policy of insurance.

11.3 Exculpatory Clause. The City shall not be liable for injury or damage to any person or property occurring on or about the Leased Premises, unless caused by or resulting from the negligence of the City or any of the City's agents, servants or employees.

ARTICLE TWELVE

COMPLIANCE WITH REQUIREMENTS

12.1 Foundation will be solely responsible for the procurement, maintenance, and compliance with all permits, licenses and other authorizations required for the use of the property and for the lawful operation thereof.

ARTICLE THIRTEEN

FOUNDATION SOLELY RESPONSIBLE FOR SECURING PERMITS

13.1 Foundation understands that the Leased Premises are in the 100 year flood plain as designated by the Federal Emergency Management Agency, a copy of which is on file in the office of the City Engineer, Room 309 Government Plaza, Mobile, Alabama. Foundation assumes all responsibility of compliance with the requirements of the Flood Ordinance, as amended, of the City of Mobile and of securing any permits, whether city, state or federal, to construct and maintain structures and other improvements comprising the authentic Japanese Garden Complex.

ARTICLE FOURTEEN

COVENANT AGAINST LIENS

14.1 If, because of any act or omission of Foundation, any mechanic's lien or other lien, charge, or order for the payment of money shall be filed against any portion of the property, Foundation shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after

written notice from City to Foundation of the filing thereof (unless Foundation shall contest the validity of such liens), and Foundation shall indemnify and hold harmless City against and from costs, liabilities, suits, penalties, claims, and demands. In the event Foundation fails to cause such liens to be discharged within said ninety (90) day period, City shall have the right to cause the same to be discharged. All amounts so paid by City shall constitute additional rent payable by the Foundation to City hereunder.

ARTICLE FIFTEEN

MAINTENANCE, ALTERATIONS, AND ADDITIONS

15.1 Foundation will keep the property in good order and condition (except for ordinary wear and tear or damage caused by casualty or a taking by eminent domain) and will make all repairs and shall take such other actions which may be necessary or appropriate to keep and maintain the property in good order and condition.

ARTICLE SIXTEEN

INSURANCE

16.1 Building coverage. At all times subsequent to taking possession of the property, Foundation shall, at its own expense, provide fire and extended coverage insurance covering the improvements on the Leased Premises as well as comprehensive and general public liability insurance against claims for personal

injury, death or property damage occurring in connection with the use and occupancy of the property or arising out of the improvement, repair, or alteration of the property for the minimum amounts as provided in paragraph 11.2 of this agreement. In this connection, in order to evidence said liability insurance, Foundation agrees to furnish certificates of insurance from an agent qualified to do business in Alabama showing that Foundation has such insurance in effect.

16.2 Named Insureds. All insurance required hereunder shall name as insureds the City and the Foundation.

16.3 Bonds. It is agreed that the contractor or contractors performing work on the construction of the improvements for the authentic Japanese Garden Complex shall be properly insured and bonded with certificates of insurance, in the following minimum amounts, to be furnished and filed with the City of Mobile in the City's Projects Architectural Engineering Department ("PAE"), prior to the commencement of construction, the policies naming the City, as well as Foundation, as additional insured:

GENERAL LIABILITY - PREMISES/OPERATIONS:

Bodily Injury	-	\$250,000 each person
		\$500,000 each occurrence
Property Damage	-	\$100,000 each occurrence
or Combined Bodily Injury and Property Damage -		
\$500,000 combined single limit.		

AUTOMOBILE LIABILITY - COMPREHENSIVE FORM
(Including owned, non-owned and hired vehicles):

Bodily Injury - \$250,000 each person
\$500,000 each occurrence
Property Damage - \$100,000 each occurrence
or Combined Bodily Injury and Property Damage -
\$500,000 combined single limit.

WORKMEN'S COMPENSATION:

Statutory

Insurance must be with a company licensed and qualified to do business in the State of Alabama and certified by an agent licensed and qualified in the State of Alabama.

Bonds for performance of any construction contract in excess of \$20,000 shall be for 100% of the amount of the contract and labor and materials payment bonds for 100% of the amount of the contract, again naming the City as well as **Foundation** as obligees under such bonds, shall be attached to the contract. The bonds required shall be with sufficient surety, to be approved by the Projects Architectural Engineering Department ("PAE") of the City, as provided in §39-1-1, as amended, of the Code of Alabama, for public works contracts as if the City of Mobile were the contracting party.

Foundation shall purchase and maintain in a company or companies authorized to do business in the State of Alabama such insurance as will protect the City and **Foundation** from claims set

forth below which may arise out of or result from operations under the agreement by Foundation or by a contractor of Foundation, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

1. Claims under worker's or workmen's compensation, disability benefit and other similar employee benefit laws which are applicable to the work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Foundation's employees under any applicable employer's liability law;
3. Claims for damages because of bodily injury, sickness or disease, or death of persons other than Foundation's employees;
4. Claims for damages covered by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such by Foundation or (2) by another person;
5. Claims for damages, other than to the work at the site, because of injury to or destruction of tangible property, including loss of use; and

6. Claims for damages for bodily injury or death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

The insurance required by the above shall be written for not less than the limits specified above.

The policies required hereunder shall contain a provision that coverage will not be canceled or allowed to expire until at least thirty days' prior written notice has been given to the City (at the City's Projects Architectural Engineering Department ("PAE")) and to Foundation.

With respect to the bonds, the performance and labor and materials payment bonds shall be subject to approval of Foundation as well as the City, and the sureties on such bonds shall be qualified and rated as set out in the specifications attached hereto.

It is agreed and Foundation warrants that:

- a. Title to the work, materials and equipment used in the renovation, remodeling, building and construction of such improvements will pass to the City by incorporation in the construction; and
- b. The work and project materials and equipment are free and clear of all liens, claims, security interests or encumbrances hereinafter referred to as liens.

Foundation agrees that neither final payment nor any amount retained shall be paid until the contractor has submitted to Foundation, and that Foundation has in turn submitted to the City, (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the project for which Foundation might be liable have been paid or otherwise satisfied; (2) consent of surety to final payment; (3) a certificate that insurance required is in force following completion of the work; and (4) that proof of such payment of all liens, including receipts, releases or waivers of liens, have been furnished to Foundation and to the City. In any event, the City shall not be responsible for any such liens which may remain unsatisfied, and the payment thereof shall be the sole responsibility of Foundation. Should the City be called upon to pay any such lien, Foundation agrees to indemnify the City, including payment of all costs and reasonable attorneys' fees incurred by the City.

The making of final payment by Foundation and the acceptance of the completed work by the City shall constitute a waiver of all claims against the contractor by Foundation except those previously made in writing and identified by Foundation as unsettled at the time of final application for payment by the contractor.

ARTICLE SEVENTEEN

CONDEMNATION AND CASUALTY

17.1 Condemnation or Insurance Awards. Foundation hereby assigns to City any award or payment on account of any damage, destruction, or taking under power of eminent domain which is payable in connection with the property, except that, Foundation shall be entitled to that portion of the net award representing payment for Foundation's leasehold interest, trade fixtures, buildings, improvements, moving expenses, business interruption, and loss of profits. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking by eminent domain shall be deemed to constitute an award on account of such taking. Foundation agrees that this Lease Agreement shall control the rights of City and Foundation in any such award, and any contrary right arising from any provision of present or future laws is hereby waived.

17.2 Notice. If there is any damage to or destruction of the property or if any proceedings or negotiations are instituted which result or may result in a taking by eminent domain, each party will promptly give notice thereof to the other, describing the nature and extent thereof.

ARTICLE EIGHTEEN

ASSIGNMENT AND SUBLETTING

18.1 This Lease Agreement may not be assigned or sublet by Foundation except with the express, written consent of City, which consent shall not be unreasonably withheld. Except as noted below, any assignee or sublessee shall be subject to the same restrictions and limitations herein contained.

ARTICLE NINETEEN

EVENTS OF DEFAULT

19.1 Default. Any of the following occurrences, conditions, or acts shall constitute an "Event of Default" under this Lease Agreement:

(a) if Foundation shall default in the observance or performance of any provisions of this Lease Agreement, and if such default shall continue for sixty (60) days after City shall have given written notice to Foundation specifying such default and demanding that the same be cured (unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of sixty (60) days, in which case Foundation shall have such longer period as shall be necessary to cure the default, so long as Foundation proceeds promptly to cure the same within such sixty (60) day period, prosecutes the cure to completion with due diligence, and advises City from time to time,

upon City's request, of the action which Foundation is taking and the progress being made); or

(b) if Foundation shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy law or under any similar federal or state law, or shall be adjudicated a bankrupt or become insolvent, or shall be unable to meet Foundation's obligations as they become due, or shall take any corporate action in furtherance of any of the foregoing; or

(c) if a petition or answer shall be filed proposing the adjudication of Foundation as a bankrupt or the reorganization of Foundation pursuant to the Bankruptcy laws or any similar federal or state law, and (i) Foundation shall consent to the filing thereof, or (ii) such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or

(d) if a receiver, trustee, or liquidator (or other similar official) of Foundation or of all or substantially all of its respective businesses or assets or of the estate or interest of Foundation in the property shall be appointed and shall not be discharged within sixty (60) days thereafter or if Foundation shall consent to or acquiesce in such appointment; or

(e) if the estate or interest of Foundation in the property shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within sixty (60)

days after such levy or attachment, unless such levy or attachment is being contested pursuant to Article Four; or

(f) if there is an assignment by Foundation for the benefit of its creditors with respect to substantially all of its property.

19.2 Remedies. In case of any Default, (a) the rent shall become due thereupon and be paid up to the time of re-entry, expiration and/or dispossession; and (b) City may relet the property or any part or parts thereof, either in the name of City or otherwise, for a term or terms which may, at City's option, be less than or in excess of the period which would otherwise have constituted the balance of the term of this Lease Agreement. City, at City's option, may make such alterations, repairs, replacements, and/or decorations in the property as City, in City's sole judgment, considers advisable and necessary for the purpose of reletting the premises; and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Foundation from liability hereunder as aforesaid. City agrees to use its best efforts to mitigate all damages and to relet the property in the event of any Default specified herein. Notwithstanding anything herein to the contrary, City shall have the right to cancel and terminate this Lease Agreement and immediately re-enter and repossess the Leased Premises upon a Default by Foundation.

ARTICLE TWENTY

RIGHT TO CURE DEFAULTS

20.1 If Foundation shall fail to make any payment or perform any act required by this Lease Agreement, then City may (but need not) make such payment or perform such act for the account of Foundation. All amounts so paid by City and all incidental costs or expenses (including attorneys' fees and expenses) incurred in connection with such payment or performance, together with interest thereon at twelve (12%) percent per annum from the date of making such payment or of the incurring of such costs and expenses, shall be payable by Foundation to City on demand.

ARTICLE TWENTY-ONE

ACQUISITION OF IMPROVEMENTS

21.1 Upon expiration of the Lease Agreement, all improvements made by Foundation during the term of the agreement shall become the property of the City.

ARTICLE TWENTY-TWO

AMENDMENT

22.1 This Lease Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing, signed by the party against whom enforcement thereof is sought.

ARTICLE TWENTY-THREE

MISCELLANEOUS

23.1 Severability. If any provisions of this Lease Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

23.2 Binding Effect. This Lease Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective heirs, personal representatives, successors and assigns of the parties hereto.

23.3 Captions. Captions are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

23.4 Counterparts. This Lease Agreement may be simultaneously executed in counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

23.5 Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

23.6 Relationship of Parties. City and Foundation shall not be considered or deemed to be joint venturers or partners, and neither shall have the power to bind or obligate the other except as set forth herein.

23.7 Notices. All notices given hereunder shall be in writing and shall be sent by United States Registered Mail, postage

prepaid, with return receipt requested, addressed to the addressee at the location written opposite their name below, or at such other address as they may specify any written notice to be delivered in accordance herewith:

City: City of Mobile
City Clerk's Office
Post Office Box 1827
Mobile, AL 36633-1827

With a copy to:

City of Mobile
Real Estate Department
Post Office Box 1827
Mobile, AL 36633-1827

Foundation: The Japanese Garden Foundation, Inc.
733 Westmoreland Drive
Mobile, AL 36609

23.8 Construction. All terms used in this Lease Agreement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Lease Agreement or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

23.9 Non-Waiver. The waiver of any breach hereof by the City shall be limited to the particular instance and shall not be deemed to waive any other breach thereof. The failure of City to insist, in any one or more instances, upon a strict performance of any one

of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the City of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the City of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the City.

23.10 Covenant to Execute Additional Instruments. The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition, easement or assurance in this lease whenever occasion shall arise and request for such instruments shall be made.

23.11 Other Provisions. The parties hereto agree as follows:

(a) Foundation will comply with all terms and in all respects with all conditions relating to nuisance, health, safety and sanitation insofar as the leased property is concerned.

(b) City, or its agent, reserves the right to visit and inspect said premises at all reasonable times.

(c) All permanent improvements erected or placed on the premises shall remain thereof and shall not be removed therefrom; and upon the expiration or termination of this lease, any and all such improvements shall be and become the property of City without any reimbursement by City to Foundation therefor, with the

exception of such additions as are usually classed as furniture and fixtures and any temporary structures shall remain the property of Foundation, and may be removed by Foundation at any time, provided that all terms, conditions and covenant of this Lease Agreement have been complied with by Foundation.

(d) Any and all property of said Foundation which may be located or stored either in or on the demised premises or the building of which the demised premises form a part shall be at the sole risk of said Foundation.

(e) City reserves the right after reasonable notice and at any time to enter upon said premises by its agents, workmen, contractor, or architect to make such repairs and do such work on or about said premises as City may deem necessary or proper.

(f) Foundation shall be responsible for repair of all damages directly or indirectly attributable to the Foundation.

(g) The Foundation shall have the right to conduct fund raising for the development of the Garden and for the creation of an endowment for the operation and upkeep of the Garden.

(h) The Foundation shall have the right to charge a reasonable fee for entrance into the Garden or for use of certain facilities of the Garden, as necessary for the operation and upkeep of the Garden.

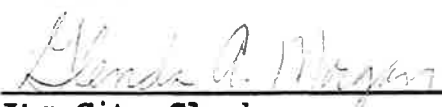
If and when required by the City, the Foundation shall render to the City an accounting of all sums received and disbursed in connection with the Garden.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement, to be executed in their respective corporate names, and their respective corporate seals to be hereunto affixed and attested by their fully authorized agents and officers, all in counterparts, and all having duly executed this instrument as of the date first written above.

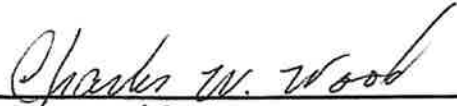
CITY OF MOBILE, a Municipal Corporation

By: 
Its Mayor

ATTEST:


Its City Clerk

THE JAPANESE GARDEN FOUNDATION, INC.

By: 
Its President

ATTEST:


Its Secretary

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Michael C. Dow, whose name as Mayor of the City of Mobile, and Glenda A. Morgan, whose name as City Clerk of the City of Mobile, a municipal corporation, are signed to the foregoing Lease Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Lease Agreement, they, in their capacity as such officers and with full authority, executed the same voluntarily for and as the act of said City of Mobile, a municipal corporation, on the day the same bears date.

GIVEN under my hand and official seal of office this 3rd day of Sept., 1996.

(SEAL)

Mary Ann Merchant
Notary Public
State of Alabama At Large
My Commission Expires: 10-28-96

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that CHARLES W. WOOD, whose name as President of The Japanese Garden Foundation, Inc., and BARBARA J. BRITTON, whose name as Secretary of The Japanese Garden Foundation, Inc., are signed to the foregoing Lease Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Lease Agreement, they, in their capacity as such officers and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

GIVEN under my hand and official seal of office this 13th day
of August, 1996.

(SEAL)

Ruth A Rathliff
Notary Public
State of Alabama At Large
My Commission Expires: 9/24/97

This instrument prepared by:

Shelbonnie Coleman-Hall
Assistant City Attorney
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

EXHIBIT "A"

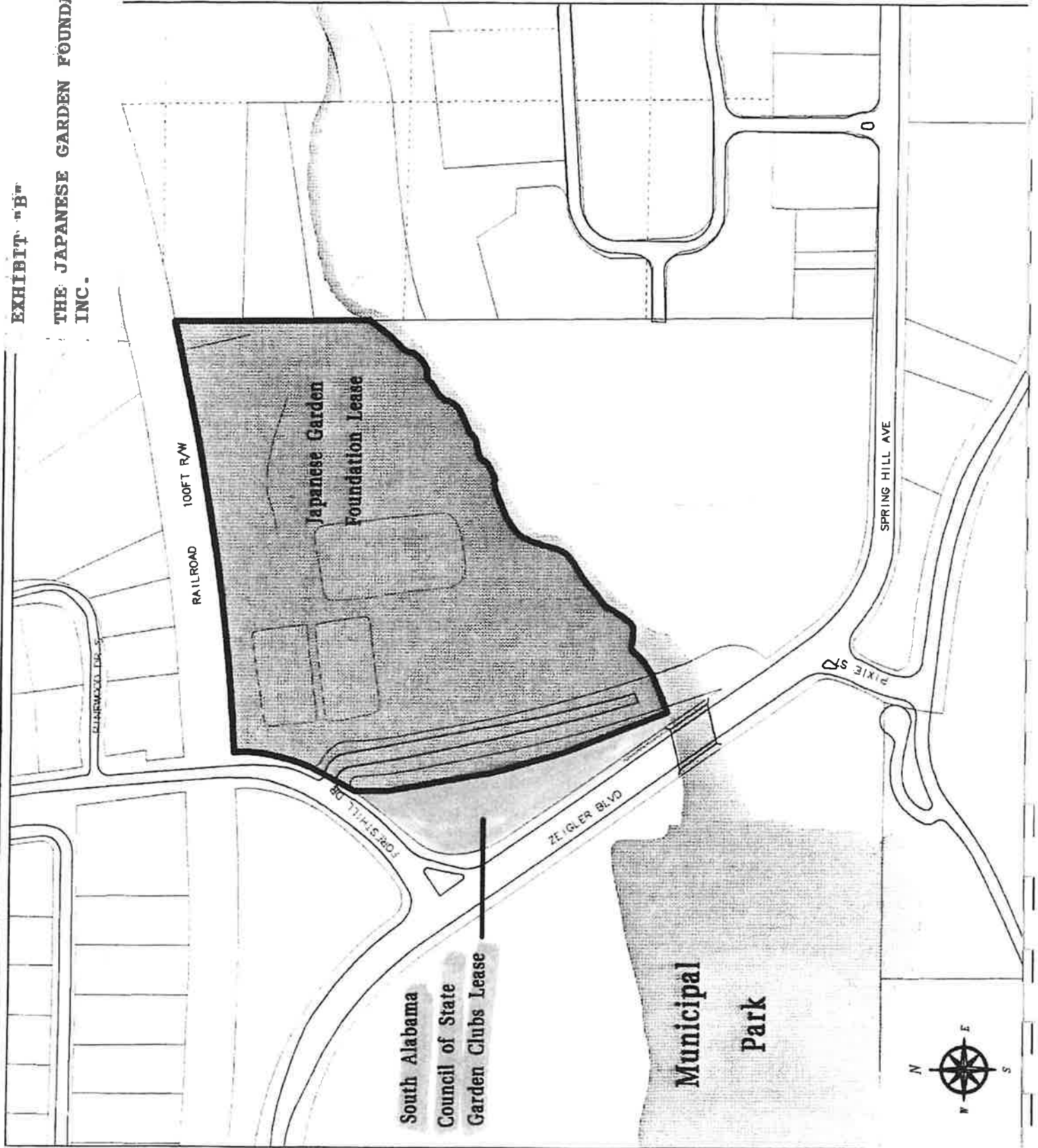
THE JAPANESE GARDEN FOUNDATION LEASE

That certain parcel of real property owned by the City of Mobile located in Section 11, Township 4 South, Range 2 West in the City and County of Mobile, Alabama and more particularly described as follows, to-wit:

Beginning at the point of intersection of the East side of the right of way of Forest Hill Drive and the South side of the right of way of the ICG Railroad; thence run Eastwardly along said South side of the ICG right of way a distance of 891 feet more or less to a point on the East line of the Southwest quarter of Section 11, Township 4 South, Range 2 West; thence run Southwardly along the East line of the Southwest quarter of Section 11, 400 feet more or less to the North bank of Three Mile Creek; thence run Southwestwardly along the meanderings of the said North bank to a point where the bank intersects the centerline extended of an existing 24 inch diameter storm drainage pipeline; thence run Northwardly along the centerline extended and the centerline of the existing 24 inch diameter storm drainage pipeline 1,148 feet, more or less, to a point on the East side of the right of way of Forest Hill Drive; thence run Northeastwardly along the East side of the right of way of Forest Hill Drive to the point of beginning.

EXHIBIT "B"

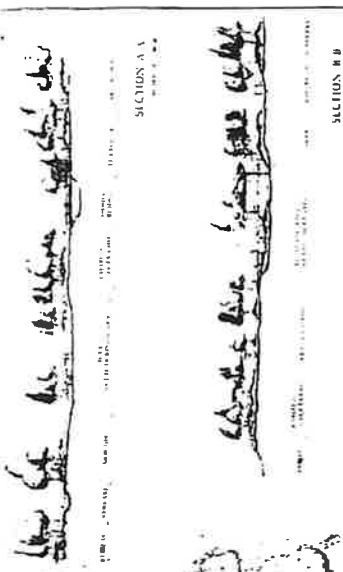
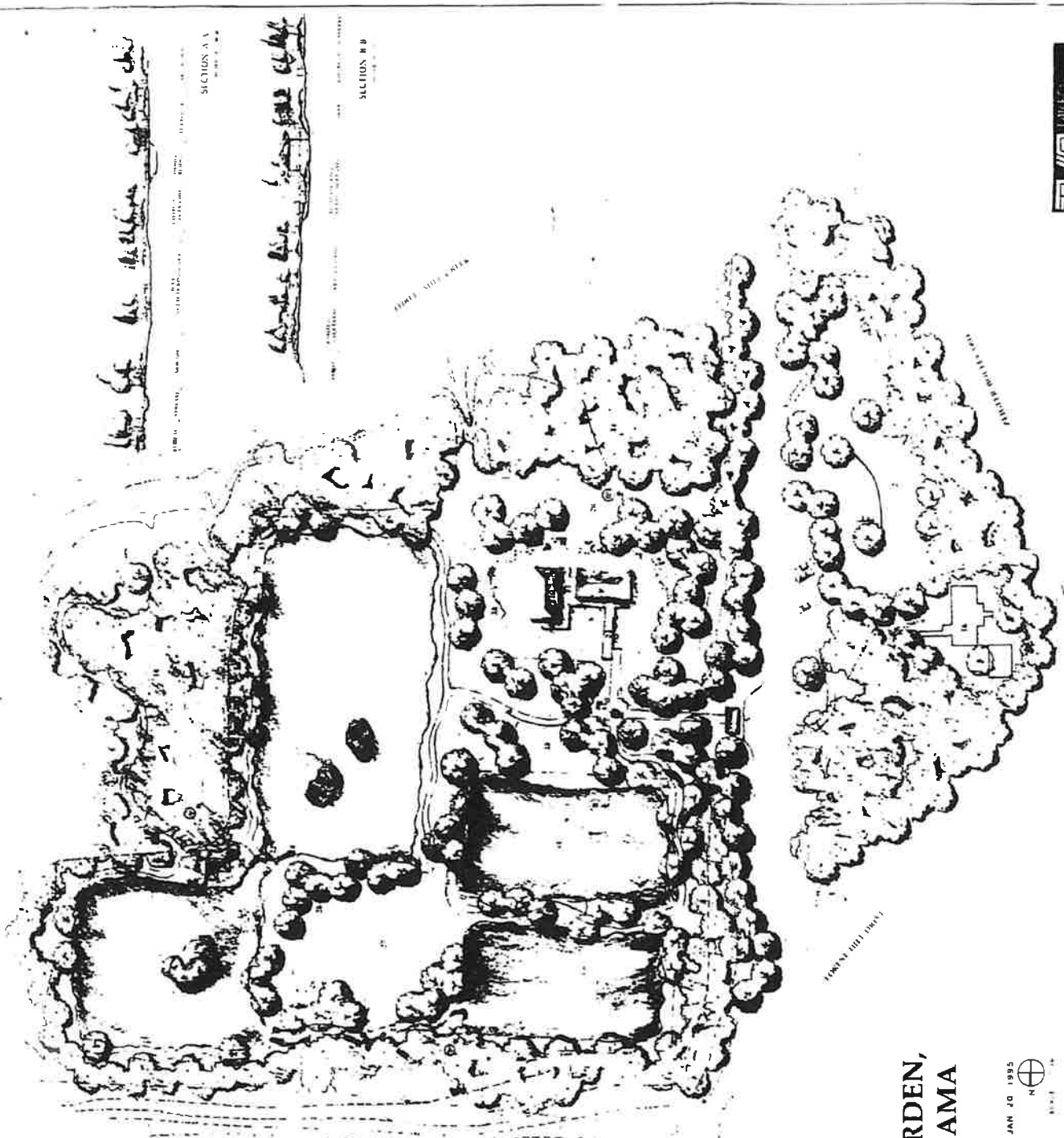
**THE JAPANESE GARDEN FOUNDATION,
INC.**



JAPANESE GARDEN, MOBILE ALABAMA

FINAL SITE PLAN
JAN 20 1995
N
SCALE 1" = 10'

SYMBOL	DESCRIPTION
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90	ENTRANCE
91	ENTRANCE
92	ENTRANCE
93	ENTRANCE
94	ENTRANCE
95	ENTRANCE
96	ENTRANCE
97	ENTRANCE
98	ENTRANCE
99	ENTRANCE
100	ENTRANCE



85-432

RESOLUTION

2013

Sponsored by: Samuel L. Jones, Mayor
Gina Gregory, City Council Member, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a lease modification agreement between the Japanese Garden Foundation, Inc., and the City of Mobile, for the property located at 700 Forest Hill Drive, for use by the Japanese Garden Foundation, Inc.

Adopted: OCT 01 2013


City Clerk

Japanese Garden Foundation

Mobile Alabama



July 10, 2024

Jennifer Greene
Director of Programs and Project Management
City of Mobile
205 Government Street
Mobile AL 36604

Dear Ms. Greene,

The Japanese Garden Foundation is pleased to support the forthcoming improvements to the Mobile Japanese Garden leased property through the City of Mobile's Three Mile Creek Greenway Trail project. The Mobile Japanese Garden Foundation both acknowledges and agrees with the dedication of 1.30 acres of this property for the construction of the Three Mile Creek Greenway Trail, a 12-foot wide asphalt and concrete multiuse path that will improve the current gravel path and create an ADA accessible walkway through the center of the Garden.

The Mobile Japanese Garden Foundation is happy to provide support in the implementation of this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Fry", is written over a light blue circular stamp.

Donald Fry, Managing Director
251-422-8466
Japanese Garden Foundation
700 Forest Hill Drive
Mobile, AL 36608

JapaneseGardenFoundationInc@gmail.com
MobileJapaneseGarden.com



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf Coast Fitness Service LLC for fitness equipment for MPD 4th Precinct.

Amount of Contract:

\$22,252.75

Funding Source

General fund.

ATTACHMENTS:

1. 20240730 Gulf Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 6 Aug 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 Gulf Coast Fitness Service LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gulf Coast Fitness Service LLC for fitness equipment for
MPD 4th Precinct.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$22,252.75

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): 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>12794</u>	2024	(1530) POLICE ADMIN SERVICES	FITNESS EQUIPMENT FOR MPD 4 TH PRECINCT (PRICE BELOW BID REQUIREMENT; COMPETITIVE PRICE QUOTE)	\$22,252.75	<u>(292197) GULF COAST FITNESS SERVICE LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012794-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor GULF COAST FITNESS SERVICE LLC 8806 JEFF HAMILTON RD	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
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MOBILE, AL 36695

Tel#251-654-6107

MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/25/24	292197				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER YOUR ESTIMATE 11376

ALL PACKING MATERIAL MUST BE REMOVED BY VENDOR.

001	TRUE CS200 TREADMILL WARRANTY- FRAME LIFETIME MOTOR 5 YEARS PARTS 5 YEARS LABOR 1 YEAR WARRANTY **NO SUBSTITUTIONS** Vendor Item	2.00 EACH	3960.00000	7920.00
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1	1000.30.15.1530.1530.1530.0000.0000.44020.			7920.00
---	--	--	--	---------

Ship To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

002	OCTANE XT3700 ELLIPTICAL WARRANTY FRAME LIFETIME, PARTS 3 YEARS, LABOR 1 YEAR *NO SUBSTITUTION**	1.00 EACH	3830.00000	3830.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012794-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor GULF COAST FITNESS SERVICE LLC 8806 JEFF HAMILTON RD	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
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MOBILE, AL 36695

Tel#251-654-6107

MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/25/24	292197				POLICE ADMIN SERVICES

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	1000.30.15.1530.1530.1530.0000.0000.44020.			3830.00

Ship To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

003	SPIRIT AB900 AIR BIKE WARRANTY FRAME 5 YEARS, PARTS 2 YEARS, LABOR 1 YEAR *NO SUBSTITUTIONS** Vendor Item	1.00 EACH	800.00000	800.00
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1	1000.30.15.1530.1530.1530.0000.0000.44020.			800.00
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Ship To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012794-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released
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Page 3

Vendor GULF COAST FITNESS SERVICE LLC 8806 JEFF HAMILTON RD	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
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MOBILE, AL 36608

MOBILE, AL 36695

Tel#251-654-6107

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/25/24	292197				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
004 CONCEPT2 SKIERG WORKOUT SKI MACHINE **NO SUBSTITUTIONS** Vendor Item	1.00 EACH	799.00000	799.00
1 1000.30.15.1530.1530.1530.0000.0000.44020.			799.00
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
005 JACKED UP ADJUSTABLE BENCH **NO SUBSTITUTIONS** Vendor Item	1.00 EACH	495.00000	495.00
1 1000.30.15.1530.1530.1530.0000.0000.44020.			495.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012794-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor GULF COAST FITNESS SERVICE LLC 8806 JEFF HAMILTON RD	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
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MOBILE, AL 36608

MOBILE, AL 36695

Tel#251-654-6107

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/25/24	292197				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

006	JACKED UP POWER RACK PRO ALL-IN-ONE FUNCTIONAL TRAINER CABLE CROSSOVER CAGE HOME GYM W/SMITH MACHINE (WITH BENCH LEGCURL/EXTENSION & ARM CURL ATTACHMENTS ONLY) **NO SUBSTITUTIONS** Vendor Item	1.00 EACH	5750.00000	5750.00
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1	1000.30.15.1530.1530.1530.0000.0000.44020.			5750.00
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Ship To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012794-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor GULF COAST FITNESS SERVICE LLC 8806 JEFF HAMILTON RD	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
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MOBILE, AL 36695

Tel#251-654-6107

MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/25/24	292197				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36608			

007	BODY SOLID, 25LB CHICAGO EXTREME BUMPER PLATE (1 7/8" WIDTH) Vendor Item	4.00 EACH	34.25000	137.00
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1	1000.30.15.1530.1530.1530.0000.0000.44020.			137.00
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Ship To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

008	BODY SOLID, 45LB CHICAGO EXTREME BUMPER PLATE (2 7/8" WIDTH) Vendor Item	4.00 EACH	57.00000	228.00
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1	1000.30.15.1530.1530.1530.0000.0000.44020.			228.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012794-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor GULF COAST FITNESS SERVICE LLC 8806 JEFF HAMILTON RD MOBILE, AL 36695 Tel#251-654-6107	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/25/24	292197				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
009	FREE OLYMPIC BAR	1.00 EACH	0.00000	0.00
	Vendor Item			
1	1000.30.15.1530.1530.1530.0000.0000.44020.			.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
010	BODY - SOLID KETTLE BELLS 5LB - 50LB	1.00 EACH	543.75000	543.75

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Bill To	Requisition 00012794-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 7
=====	=====

Vendor
GULF COAST FITNESS SERVICE LLC
8806 JEFF HAMILTON RD

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD

MOBILE, AL 36695

MOBILE, AL 36608

Tel#251-654-6107

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD

MOBILE, AL 36608

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/25/24	292197				POLICE ADMIN SERVICES
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LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	1000.30.15.1530.1530.1530.0000.0000.44020.			543.75

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

011	BODY - SOLID KETTLE BELLS KBZ 55LB	2.00	68.75000	137.50
	Vendor Item	EACH		

1	1000.30.15.1530.1530.1530.0000.0000.44020.			137.50
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Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012794-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 8
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Vendor GULF COAST FITNESS SERVICE LLC 8806 JEFF HAMILTON RD	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
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MOBILE, AL 36695

Tel#251-654-6107

MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/25/24	292197				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
012 BODY - SOLID KETTLEBELLS KBZ 60LB	2.00 EACH	75.00000	150.00

Vendor Item

1 1000.30.15.1530.1530.1530.0000.0000.44020.	150.00
--	--------

Ship To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

013 BODY SOLID KETTLEBELLS KBZ 65LB	2.00 EACH	81.25000	162.50
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Vendor Item

1 1000.30.15.1530.1530.1530.0000.0000.44020.	162.50
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Ship To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012794-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 9
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Vendor GULF COAST FITNESS SERVICE LLC 8806 JEFF HAMILTON RD	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
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MOBILE, AL 36695

Tel#251-654-6107

MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/25/24	292197				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	8080 AIRPORT BLVD MOBILE, AL 36608			

014 FREIGHT	1.00 EACH	500.00000	500.00
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Vendor Item
 Inventory Item/Loc 14009

1 1000.30.15.1530.1530.1530.0000.0000.44020.	500.00
--	--------

Ship To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

015 DELIVERY & INSTALLATION	1.00 JOB	800.00000	800.00
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Additional Description Notes

DELIVERY TO CUSTOMER AND INSTALLATION AT CUSTOMER LOCATION.

Vendor Item
 Inventory Item/Loc 14010

1 1000.30.15.1530.1530.1530.0000.0000.44020.	800.00
--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012794-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released
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Page 10

Vendor GULF COAST FITNESS SERVICE LLC 8806 JEFF HAMILTON RD MOBILE, AL 36695 Tel#251-654-6107	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD
 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/25/24	292197				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

[Requisition Link](#)

Requisition Total 22252.75

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.	22252.75	2974204.70
POLICE ADMIN SERVICES EXP		
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Unknown	07/29/24	SANDRA LEWIS	
Queued	07/25/24	DONALD ROSE	
Queued	07/25/24	SANDRA LEWIS	
Queued	07/25/24	STEVEN KRONINGER	
Queued	07/25/24	SAMANTHA COOLEY	
Queued	07/25/24	JOHN PAINE	
Queued	07/25/24	MICHAEL SPAFFORD	

=====	=====
Bill To	Requisition 00012794-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 11
=====	=====

Vendor
GULF COAST FITNESS SERVICE LLC
8806 JEFF HAMILTON RD

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD

MOBILE, AL 36608

MOBILE, AL 36695

Tel#251-654-6107

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD

MOBILE, AL 36608

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/25/24	292197				POLICE ADMIN SERVICES
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 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 Vulcan Inc for traffic signs and speed control materials for Traffic Engineering.

Amount of Contract:

\$77,074.50

Funding Source

General fund.

ATTACHMENTS:

1. 20240730 Vulcan Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 6 Aug 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 Vulcan Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Vulcan Inc for traffic signs and speed control materials for
Traffic Engineering.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$77,074.50

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: Cooperative purchasing agreement with Mobile County bid 63-24. Al Code 41-16-50(c)

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>11120</u>	2024	(2060) TRAFFIC ENGINEERING	TRAFFIC SIGNS AND SPEED CONTROL MATERIALS FOR TRAFFIC ENGINEERING (MOBILE COUNTY COOPERATIVE PURCHASING AGREEMENT)	\$77,074.50	<u>(270972)</u> <u>VULCAN INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00011120-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
VULCAN INC
VULCAN SIGNS
P O BOX 11407
DEPT 6397
BIRMINGHAM, AL 35246-6397

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

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Date Ordered	Vendor Number
07/22/24	270972
Date Required	Ship Via
Terms	Department
	TRAFFIC ENGINEERING
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

AS PER YOUR BID RESPONSE ON BID 63-24 ANNUAL TRAFFIC SIGN MARTERIAL MOBILE COUNTY

001 Sign Complete, Mounted on Aluminum	200.00	36.25000	7250.00
Blank, Alloy 50-52-H38, .080 Gauge	EACH		
Standard Holes, Aluminum to be			
Mill Certified, Sheeting with			
Compatible Ink, Stop, R1-1, 30",			
Octagon			

1 1000.40.20.3005.2060.3005.0000.0000.44020.	7250.00
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Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

002 Sign Complete, Mounted on Aluminum	100.00	52.22000	5222.00
Blank, Alloy 50-52-H38 .080 Gauge,	EACH		
Standard Holes, Aluminum, To be			
Mill Certified, Sheeting to be 3M			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011120-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor VULCAN INC VULCAN SIGNS P O BOX 11407 DEPT 6397 BIRMINGHAM, AL 35246-6397	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	1270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	DG3 reflective with compatible ink. Stop, R1-1, 36" Octagon.			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			5222.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
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 852 GAYLE STREET
 MOBILE, AL 36604

003	R1-2 .080 x 30" Triangle 4090 SCR Yield	100.00 EACH	20.96000	2096.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			2096.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
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 852 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011120-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
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Page 3

Vendor
 VULCAN INC
 VULCAN SIGNS
 P O BOX 11407
 DEPT 6397
 BIRMINGHAM, AL 35246-6397

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604
 JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	270972				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
004 SIGN, COMPETE MOUNTED ON ALUMINUM BLANK, ALLOY 5052-H38, STANDARD HOLES, HIGH INTENSITY REFLECTIVE SHEETING, .080 ALUMINUM, 6" X 18". "ALL WAY"	100.00 EACH	5.21000	521.00
1 1000.40.20.3005.2060.3005.0000.0000.44020.			521.00
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005 Sign Complete Mounted on Aluminum Blank, Alloy 5052-H38, Standard Holes, High Intensity Sheeting, 080 Aluminum, W2-6, Circular intersection Symbol Sign 30 x 30	100.00 EACH	28.75000	2875.00
1 1000.40.20.3005.2060.3005.0000.0000.44020.			2875.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011120-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor VULCAN INC VULCAN SIGNS P O BOX 11407 DEPT 6397 BIRMINGHAM, AL 35246-6397	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
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 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	1270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
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 MOBILE, AL 36604

Deliver To
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 MOBILE, AL 36604

006	SIGN COMPLETE 12" X 18" ON ALUM BLANK (ALLOY 5052-H38) STANDARD HOLES, 3M (TYPE IV) R8-3, R7-201P, NO PARKING, TOW AWAY (SYMBOLS)	100.00 EACH	7.51000	751.00
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1	1000.40.20.3005.2060.3005.0000.0000.44020.			751.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

007	Custom .080 x 12" x 24" Rectangle	1100.00	9.47000	10417.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011120-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor VULCAN INC VULCAN SIGNS P O BOX 11407 DEPT 6397 BIRMINGHAM, AL 35246-6397	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	1270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	3930 SCR R8-3 No Parking Symbol (blank space) Tow-Away Zone Symbol			10417.00

Ship To
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 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

008	Custom .080 x 30" Diamond 4091 SCR Speed Lumps	200.00 EACH	35.31000	7062.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			7062.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

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Bill To	Requisition 00011120-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 6
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Vendor
VULCAN INC
VULCAN SIGNS
P O BOX 11407
DEPT 6397
BIRMINGHAM, AL 35246-6397

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

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TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
009	w17-1 .080 x 30" Diamond 3931 SCR Speed Hump	200.00 EACH	28.75000	5750.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			5750.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
010	w13-1p-B .080 x 18" Square 3931 SCR Advisory Speed Blank	100.00 EACH	11.40000	1140.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1140.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011120-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor VULCAN INC VULCAN SIGNS P O BOX 11407 DEPT 6397 BIRMINGHAM, AL 35246-6397	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	1270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
011	Sign Complete Mounted on Aluminum Blank (Alloy 5052-H38) Standard Holes, 3M High Intensity Prismatic (HIP), .080 Aluminum, R6-1L, One Way, Left, 36" x 12"	100.00 EACH	13.80000	1380.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1380.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
012	Sign Complete Mounted on Aluminum Blank (Alloy 5052-H38) Standard Holes, 3M High Intensity (HIP), .080 Aluminum, R6-1R, One Way, Right, 36" x 12"	100.00 EACH	13.80000	1380.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1380.00

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Bill To	Requisition 00011120-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 8
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Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 11407	
DEPT 6397	MOBILE, AL 36604
BIRMINGHAM, AL 35246-6397	JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price	
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
013	w14-2aLR .080 x 36" x 8" Rectangle 3931 SCR DF No Outlet (Left/Right)	100.00 EACH	15.00000	1500.00	
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1500.00	
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
014	w14-1aLR .080 x 36" x 8" Rectangle 3931 SCR DF Dead End (Left/Right)	100.00 EACH	15.00000	1500.00	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011120-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor VULCAN INC VULCAN SIGNS P O BOX 11407 DEPT 6397 BIRMINGHAM, AL 35246-6397	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	1270972				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 1000.40.20.3005.2060.3005.0000.0000.44020.			1500.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

015 YOS .080 x 36" Diamond 3931 Yellow One Side	100.00 EACH	28.75000	2875.00
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1 1000.40.20.3005.2060.3005.0000.0000.44020.	2875.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

016 w14-2 .080 x 30" Diamond 3931 SCR No Outlet	100.00 EACH	28.75000	2875.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011120-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
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Page 10

Vendor VULCAN INC VULCAN SIGNS P O BOX 11407 DEPT 6397 BIRMINGHAM, AL 35246-6397	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	270972				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 1000.40.20.3005.2060.3005.0000.0000.44020. Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			2875.00
017 w14-1 .080 x 30" Diamond 3931 SCR Dead End	100.00 EACH	28.75000	2875.00
1 1000.40.20.3005.2060.3005.0000.0000.44020. Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			2875.00
018 w3-1 .080 Diamond 3930 SCR Stop	100.00	42.30000	4230.00

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Bill To	Requisition 00011120-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 11
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Vendor
VULCAN INC
VULCAN SIGNS
P O BOX 11407
DEPT 6397
BIRMINGHAM, AL 35246-6397

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

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Date Ordered	Vendor Number
07/22/24	270972
Date Required	Ship Via
Terms	Department
	TRAFFIC ENGINEERING
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LN	Description / Account Ahead	Qty EACH	Unit Price	Net Price
1	1000.40.20.3005.2060.3005.0000.0000.44020.			4230.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
019	W16-7PR .080 X 24" X 12" RECTANGLE 4083 SCR DOWNWARD DIAGONAL ARROW (RIGHT)	100.00 EACH	12.65000	1265.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1265.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

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Bill To	Requisition 00011120-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 12
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Vendor
VULCAN INC
VULCAN SIGNS
P O BOX 11407
DEPT 6397
BIRMINGHAM, AL 35246-6397

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
020	W16-7PR .080 X 24" X 12" RECTANGLE 4083 SCR DOWNWARD DIAGONAL ARROW (LEFT)	100.00 EACH	12.65000	1265.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1265.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
021	R8-3 .080 X 24" SQUARE 3930 CR NO PARKING (SYMBOL)	100.00 EACH	18.40000	1840.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1840.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011120-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
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Page 13

Vendor
 VULCAN INC
 VULCAN SIGNS
 P O BOX 11407
 DEPT 6397
 BIRMINGHAM, AL 35246-6397

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604
 JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	1270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
022	080 X12 X18 RECT 080 X 12 X18 RECT	100.00 EACH	4.56000	456.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			456.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
023	080 X 24 X 30 - STOCK 080 X 24 X 30 RECT	100.00 EACH	14.50000	1450.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1450.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING			

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Bill To	Requisition 00011120-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 14
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Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 11407	
DEPT 6397	MOBILE, AL 36604
BIRMINGHAM, AL 35246-6397	JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			
024	Custom .063 x 12" x 24" Rectangle 3930 SCR No Parking 2 Hrs. Before During and After Parade	100.00 EACH	9.01000	901.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			901.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
025	w11-2 .080 x 30" Diamond 3931 SCR Pedestrian Traffic	100.00 EACH	11.32000	1132.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1132.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011120-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 15
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Vendor VULCAN INC VULCAN SIGNS P O BOX 11407 DEPT 6397 BIRMINGHAM, AL 35246-6397	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	1270972				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

026 OM3-C .080 x 12 x 36" Rectangle 4081 SCR Type 3 Object Marker (Chevron)	50.00 EACH	16.95000	847.50
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1 1000.40.20.3005.2060.3005.0000.0000.44020.	847.50
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

027 OM3-L .080 x 12 x 36" Rectangle 4081 SCR Type 3 Object Marker	50.00 EACH	16.95000	847.50
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011120-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 16
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Vendor VULCAN INC VULCAN SIGNS P O BOX 11407 DEPT 6397 BIRMINGHAM, AL 35246-6397	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	270972				TRAFFIC ENGINEERING

LN	Description / Account (Left)	Qty	Unit Price	Net Price
1	1000.40.20.3005.2060.3005.0000.0000.44020.			847.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
028	OM3-L .080 x 12 x 36" Rectangle 4081 SCR Type 3 Object Marker (Right)	50.00 EACH	16.95000	847.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			847.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011120-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
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Page 17

Vendor
 VULCAN INC
 VULCAN SIGNS
 P O BOX 11407
 DEPT 6397
 BIRMINGHAM, AL 35246-6397

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604
 JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
029	w1-8 .080 x 24" x 48" Rectangle 4081 SCR Chevron Alignment	50.00 EACH	45.20000	2260.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			2260.00
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
031	w16-7pL .080 x 24" x 12" Rectangle 3931 SCR Downward Diagonal Arrow (Left)	100.00 EACH	11.32000	1132.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1132.00
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET				

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011120-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 18
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Vendor VULCAN INC VULCAN SIGNS P O BOX 11407 DEPT 6397 BIRMINGHAM, AL 35246-6397	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	1270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
032	w16-7pL .080 x 24" x 12" Rectangle SCR Download Arrow (Right)	100.00 EACH	11.32000	1132.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1132.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 77074.50

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	77074.50	275234.34
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
CCancelled	07/25/24	SANDRA LEWIS	Requisition item removed chang
Rejected	07/11/24	SANDRA LEWIS	states state contract but no r

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011120-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
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Page 19

Vendor
 VULCAN INC
 VULCAN SIGNS
 P O BOX 11407
 DEPT 6397
 BIRMINGHAM, AL 35246-6397

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604
 JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Rejected	07/18/24 SANDRA LEWIS		CALL ME NEED LINE NUMBERS ON T	
Approved	07/25/24 DONALD ROSE		Auto approved by: 910518227	
Approved	07/25/24 SANDRA LEWIS			
Approved	07/25/24 STEVEN KRONINGER		Auto approved by: 910518227	
Approved	07/25/24 SAMANTHA COOLEY		Auto approved by: 910518227	
Approved	07/25/24 JOHN PAINE		Auto approved by: 910518227	
Approved	07/25/24 MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

MOBILE COUNTY COMMISSION

TOPIC: ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27, 2024

BID 63-24

DESCRIPTION	VULCAN INC. DBA VULCAN ALUMINUM DBA VULCAN SIGNS	LIGHTLE ENTERPRISES OHIO LLC
R1-1 STOP TYPE XI 30" X 30"	\$36.25	\$45.70
R1-1 STOP TYPE XI 36" X 36"	\$52.22	\$66.20
R1-1 STOP TYPE XI 48" X 48"	\$92.84	\$118.00
R-1-2 YIELD TYPE XI 30"X30"X30"	\$20.96	\$24.80
R-1-2 YIELD TYPE XI 36"X36"X36"	\$27.63	\$33.21
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 18"X6"	\$5.21	\$5.60
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 36"X12"	\$13.80	\$17.61
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X18"	\$13.80	\$17.61
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X24"	\$18.40	\$23.48
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X30"	\$23.00	\$29.35
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X36"	\$27.60	\$35.22
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 24"X36"	\$33.90	\$44.28
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 30"X30"	\$28.75	\$36.69
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 30"X30"	\$35.31	\$46.13
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 30"X36"	\$34.50	\$44.03
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 30"X36"	\$42.38	\$55.35
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 36"X36"	\$50.85	\$66.42
R SERIES SPEED & MOVEMENT TYPE IV 3 COLORS 30"X30"	\$29.38	\$36.69
R SERIES SPEED & MOVEMENT TYPE XI 3 COLORS 30"X30"	\$36.69	\$48.30
R SERIES SPEED & MOVEMENT TYPE IV 3 COLORS 24"X30"	\$23.50	\$29.35
R SERIES SPEED & MOVEMENT TYPE XI 3 COLORS 24"X30"	\$29.35	\$36.90

line 1
line 2

line 3

line 4

lines 11, 12

line 21

lines 5, 9, 15,
16, 17
line 8

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27, 2024

BID 63-24

R SERIES SPEED & MOVEMENT TYPE IX 3 COLORS 36"X36"	\$52.83	\$69.00
R SERIES SPEED & MOVEMENT TYPE IX 4 COLORS 30"X30"	\$36.94	\$50.40
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X6"	\$2.77	\$3.00
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X6" .63 THICK	\$2.39	\$3.00
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X18"	\$8.81	\$8.81
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X18" .63 THICK	\$7.51	\$8.81
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X24" .63 THICK	\$9.47	\$11.74
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 24"X30"	\$23.00	\$29.35
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS .63 THICK 12"X18"	\$8.25	\$8.81
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 12"X18"	\$9.56	\$8.81
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS "MARDI GRAS .63 THICK 12"X24"	\$9.01	\$11.74
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 24"X24"	\$18.80	\$23.48
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 24"X30"	\$23.50	\$29.35
M, D & I SERIES GUIDE 2 COLORS TYPE IV 21"X15"	\$11.53	\$12.86
M, D & I SERIES GUIDE 2 COLORS TYPE IV 24"X6"	\$5.39	\$5.90
M, D & I SERIES GUIDE 2 COLORS TYPE IV 24"X30"	\$23.00	\$29.35
M, D & I SERIES GUIDE 2 COLORS TYPE IV 30"X36"	\$34.50	\$44.03
M, D & I SERIES GUIDE 2 COLORS TYPE IV 48"X30"	\$46.00	\$58.70
M, D & I SERIES GUIDE 2 COLORS TYPE IV 60"X30"	\$57.50	\$73.38
M, D & I SERIES GUIDE 2 COLORS TYPE IV 72"X36"	\$82.80	\$105.66

line 6

line 7

line 24

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

N-W CRIME STOPPER 3 COLORS TYPE IV 18"X24"	\$20.88	\$19.86
CD-1 EVACUATION RT 2 COLORS TYPE IV 18"DIAMETER	\$14.61	\$13.21
CD-1-R EVACUATION RT 2 COLORS TYPE IV 18" DIAMETER	\$14.61	\$13.21
CD-1-L EVACUATION RT 2 COLORS TYPE IV 18" DIAMETER	\$14.61	\$13.21
CD-1-STR EVACUATION RT 2 COLORS TYPE IV 18"	\$14.61	\$13.21
C-2 DRUG FREE SCHOOL ZONE 2 COLORS TYPE 14 18"X12"	\$11.48	\$8.90
CV-28 B ADOPT A MILE 2 COLORS TYPE IV 24"X18"	\$20.55	\$17.80
CV-28 NEIGHBORHOOD WATCH 3 COLORS TYPE IV 18"X12"	\$12.23	\$8.90
CV-28 NEIGHBORHOOD WATCH 3 COLORS TYPE IV 18"X12" .63 THICK	\$10.52	\$8.90
SPECIAL SCHOOL SIGN 3 COLORS TYPE XIFYG 96"X96"	\$529.92	\$550.00
W-SERIES WARNING 2 COLORS TYPE IV 30"X30"	\$28.75	\$36.69
W-SERIES WARNING 2 COLORS TYPE XI 30"X30"	\$35.31	\$46.13
W-SERIES WARNING 2 COLORS TYPE IV 36"X18"	\$20.70	\$26.42
W-SERIES WARNING 2 COLORS TYPE XI 36"X18"	\$25.43	\$33.21
W-SERIES WARNING 2 COLORS TYPE IV 36"X36"	\$41.40	\$52.83
W-SERIES WARNING 2 COLORS TYPE XIFY 36"X36"	\$50.85	\$66.42
W-SERIES WARNING 2 COLORS TYPE XIFY 48"X24"	\$45.20	\$59.04
W-SERIES WARNING 2 COLORS TYPE IV 18"X18"	\$11.40	\$13.21
W-SERIES WARNING 2 COLORS TYPE IV 18"X24"	\$13.80	\$17.61
W-SERIES WARNING 2 COLORS TYPE IV 24"X24"	\$18.40	\$23.48
W-SERIES WARNING 2 COLORS TYPE XIFY 24"X24"	\$22.60	\$29.52
W-SERIES WARNING 2 COLORS TYPE XIFY 36"X12"	\$16.95	\$22.14

line 29
line 10

lines 27,28

MOBILE COUNTY COMMISSION

TOPIC: ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27, 2024

BID 63-24

W-SERIES WARNING 2 COLORS TYPE IV 36" DIA	\$41.14	\$52.83
W-SERIES WARNING 2 COLORS TYPE XIFY 36" DIA	\$55.38	\$66.42
W-SERIES WARNING 2 COLORS TYPE IV 36"X48"X48"	\$33.02	\$35.22
W-SERIES WARNING 3 COLORS TYPE IV 36"X36"	\$42.30	\$52.83
W-SERIES WARNING 4 COLORS TYPE VIIIIFY 36"X36"	\$53.19	\$72.50
W-SERIES WARNING 2 COLORS TYPE VIIIIFY 36"X36"	\$50.85	\$66.42
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 30"X30"	\$35.31	\$46.75
W-SERIES WORK AREA WARNING 2 COLORS TYPE IV 60"X36"	\$69.00	\$88.05
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X36"	\$84.75	\$112.20
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X30"	\$70.63	\$93.50
W-SERIES WORK AREA WARNING 2 COLORS TYPE IV 60"X24"	\$46.00	\$58.70
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X24"	\$56.50	\$74.80
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X48"	\$90.40	\$119.68
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X30"	\$56.50	\$74.80
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 36"X18"	\$25.43	\$33.66
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 24"X12"	\$12.65	\$14.96
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 24"X18"	\$16.95	\$22.44
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 30"X24"	\$28.25	\$37.40
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X18"	\$33.90	\$44.88
W1-8 CHEVRON ALIGNMENT 2 COLOR TYPE XIFY 24"X30"	\$28.25	\$36.90
W1-8 CHEVRON ALIGNMENT 2 COLOR TYPE XIFY 30"X36"	\$42.38	\$55.35
S-SCHOOL AREA 2 COLORS TYPE XIFYG 36"X36"	\$50.85	\$66.42
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X30"	\$28.25	\$36.90

line 18

lines 19, 20

MOBILE COUNTY COMMISSION

TOPIC: ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27, 2024

BID 63-24

S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X8"	\$8.88	\$9.89
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X10"	\$10.00	\$12.33
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X48"	\$45.20	\$59.04
TYPE I OBJECT MARKERS 18"X18" TYPE IV W/9 REFLECTORS	\$37.50	\$23.00
TYPE II OBJECT MARKERS 6"X12" TYPE IV WO/REFLECTORS	\$3.91	\$2.98
TYPE III OBJECT MARKERS 12"X36" TYPE XIFY 2 COLORS W/4"DIAGONAL STRIPES	\$16.95	\$22.14
TYPE III BARRICADE PANEL 96"X10" TYPE XIFO W/6" DIAGONAL STRIPES	\$37.69	\$49.87
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X48"	\$85.02	\$93.48
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X48" .10 THICK	\$60.28	\$65.80
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X60"	\$106.28	\$116.85
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X60" .10 THICK	\$75.35	\$82.25
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X72"	\$127.53	\$140.22
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X72" .10 THICK	\$90.42	\$98.70
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X96"	\$170.04	\$186.96
D-3 STREET NAME 2 COLOR TYPE XI 12"X96" .10 THICK	\$120.56	\$131.60
D-3 STREET NAME 1 COLOR TYPE XI 42"X9"	\$38.39	\$40.90
D-3 STREET NAME 1 COLOR TYPE XI 42"X9" .10 THICK	\$39.66	\$43.20
D-3 STREET NAME 1 COLOR TYPE XI 36"X8"	\$28.35	\$31.16
D-3 STREET NAME 1 COLOR TYPE XI 36"X9"	\$32.44	\$35.06
D-3 STREET NAME 1 COLOR TYPE XI 36"X9" .10 THICK	\$33.95	\$37.01

line 26

MOBILE COUNTY COMMISSION

TOPIC: ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27, 2024

BID 63-24

D-3 STREET NAME 1 COLOR TYPE XI 30"X8"	\$23.67	\$25.97
D-3 STREET NAME 1 COLOR TYPE XI 30"X9"	\$27.10	\$29.21
D-3 STREET NAME 1 COLOR TYPE XI 30"X9" .10 THICK	\$28.37	\$30.84
D-3 STREET NAME 1 COLOR TYPE XI 24"X8"	\$19.35	\$20.88
D-3 STREET NAME 1 COLOR TYPE XI 24"X9"	\$21.72	\$23.37
D-3 STREET NAME 1 COLOR TYPE XI 48"X9"	\$42.51	\$46.74
W14-1P DEAD END 2 COLORS TYPE IV 36"X8"	\$15.00	\$26.76
W14-1P DEAD END 2 COLORS TYPE IV 36"X12"	\$22.50	\$40.14
R6-1 ONE WAY 2 COLORS TYPE IV 36"X12" ONE LEFT ARROW & ONE RIGHT ARROW ON OPPOSITE SIDES	\$22.50	\$40.14
W14-2P NO OUTLET 2 COLORS TYPE IV 36"X8"	\$15.00	\$26.76
W14-2P NO OUTLET 2 COLORS TYPE IV 36"X12"	\$22.50	\$40.14
BLANK 4'X18" (NO HOLES)	\$1.55	\$1.80
4"X24" (NO HOLES)	\$2.27	\$2.35
4"X30" (NO HOLES)	\$3.29	\$2.90
4"X36" (NO HOLES)	\$3.05	\$3.50
6"X12"	\$1.97	\$1.80
8"X18"	\$3.55	\$3.50
8"X24"	\$4.25	\$4.28
8"X30"	\$4.97	\$5.75
8"X36"	\$5.65	\$6.90
9"X12"	\$2.25	\$2.60
9"X18"	\$3.39	\$3.90
9"X24"	\$4.45	\$5.18
9"X30"	\$5.75	\$6.47
9"X36"	\$6.58	\$7.76
10"X18"	\$3.55	\$4.31
10"X24"	\$4.99	\$5.75
10"X30"	\$5.85	\$7.19
10"X36"	\$7.21	\$8.63
10"X96"	\$18.88	\$23.00
12"X18"	\$4.56	\$5.18

lines 13, 14

line 22

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27, 2024

BID 63-24

12"x24"	\$5.86	\$6.90
12"x30"	\$7.21	\$8.63
12"x36"	\$8.49	\$10.35
12"x48"	\$11.32	\$13.80
12"x72"	\$16.98	\$20.70
12"x96"	\$22.64	\$27.60
18"x18" NO HOLES	\$6.55	\$7.76
18"x18" DIAMOND W/9 HOLES	\$6.55	\$7.76
18"x24"	\$8.49	\$10.35
18"x30"	\$10.61	\$12.94
18"x36"	\$12.74	\$15.53
18"x48"	\$16.98	\$20.70
18"x60"	\$21.23	\$25.88
18"x72"	\$25.47	\$31.05
18"x96"	\$33.96	\$41.40
24"x24"	\$11.32	\$13.80
24"x30"	\$14.15	\$17.25
24"x36"	\$16.98	\$20.70
24"x48"	\$22.64	\$27.60
24"x60"	\$28.30	\$34.50
24"x96"	\$45.28	\$55.20
30"x30"	\$17.69	\$21.56
30"x36"	\$21.23	\$25.88
30"x48"	\$28.30	\$34.50
30"x60"	\$35.38	\$43.13
30"x96"	\$56.60	\$69.00
36"x36"	\$25.47	\$31.05
36"x42"	\$29.72	\$36.23
36"x48"	\$33.96	\$41.40
36"x60"	\$42.45	\$51.75
36"x72"	\$50.94	\$62.10
36"x96"	\$67.92	\$82.80
48"x48"	\$45.28	\$55.20
48"x60"	\$56.60	\$69.00
48"x72"	\$67.92	\$82.80
48"x96"	\$90.56	\$110.40
CANTILEVER FOR 14 2 A FLAT BLADES POWDER COATED BLACK	\$29.50	\$11.50
CANTILEVER FOR 14 2 A FLAT BLADES	\$14.50	\$8.40
CANTILEVER FOR 14 2 A FLAT BLADES/BOLT THRU SECURITY	\$14.50	\$8.70
CANTILEVER FOR 24" FLAT BLADES	\$24.50	\$13.90

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

CANTILEVER FOR 24" FLAT BLADES POWDER COATED BLACK	\$42.50	\$18.60
CHEVRON BRACKETS		
ADJ 24"X30"	\$55.00	\$38.50
ADJ 30"X36"	\$62.10	\$41.60
STREET SIGN BRACKETS		
#457 UNIVERSAL BRACKET	\$7.55	\$4.88
12" ADJ CROSS TEE FOR FLAT BLADE STREET SIGNS	\$28.55	\$14.95
12" ADJ CAP FOR U-CHANNEL POST	\$27.55	\$14.95
VS-7 CROSS 6" BLADE HOLDER BOLT THRU BRACKET W/BHP-766 VANDAL PROOF BOLTS	\$14.55	\$7.95
VS-12 U-CHANNEL CAP 180°	\$13.75	\$13.20
VS-12 U-CHANNEL CAP 90°	\$13.75	\$13.20
BHP 76L 5/16" VANDAL PROOF BOLTS/100	\$0.50	\$22.00
BHP 4 TOOL FOR BHP 76L	\$0.50	\$6.20
OVERHEAD FOR 3/8" CABLE NO SWING STANDARD MOUNT	\$49.50	\$61.80
OVERHEAD VS-SWINGER	\$64.90	\$67.40
DECALS		
COUNTY SIGN MAINTENANCE DECAL	\$1.40	\$1.20
CITY OF MOBILE MAINTENANCE DECAL	\$1.40	\$1.20
ACCESSORIES		
POST COVERS 3"X72" (0.63) TYPE XIF RED	\$13.85	\$11.50
POST COVERS 3"X72" (0.63)TYPE XI YELLOW	\$13.85	\$11.50
POST COVERS 3"X72" (0.63)F Y G	\$13.85	\$11.50
POST COVERS 3"X72" (0.63)TYPE IV WHITE	\$11.85	\$10.20
SIGN POST S29 SIGNPOST GALVANIZED 3.0LB/FT-10'	\$39.87	\$46.00
SIGN POST S30 SIGNPOST GALVANIZED 3.0LB/FT-12'	\$47.84	\$55.20
SIGN POST GALVANIZED 2.0LB/FT- 8' "U" CHANNEL	\$21.36	\$28.80
SIGN POST GALVANIZED 2.0LB/FT- 10' "U" CHANNEL	\$26.70	\$36.00
SIGN POST GALVANIZED 2.0LB/FT- 12' "U" CHANNEL	\$32.04	\$43.20

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27, 2024

BID 63-24

RED ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
RED ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
BLUE ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
BLUE ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
YELLOW ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
YELLOW ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
BROWN ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
BROWN ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
ORANGE ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
ORANGE ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
GREEN ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
GREEN ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
4083 Fluorescent Ylw-Grn DG CUBED REFL 30" 50 YD	\$975.00	\$982.50
4083 Fluorescent Ylw-Grn DG CUBED REFL 36" 50 YD	\$1,170.00	\$1179.00
4083 Fluorescent Ylw-Grn DG CUBED REFL 48" 50 YD	\$1,560.00	\$1572.00
4084 Fluorescent Orange DG 3 SHTG 36" 50 YD	\$1,170.00	\$1179.00
4090 White DG Cubed Refl SHTG 24" 50 YD	\$780.00	\$786.00
4090 White DG Cubed Refl SHTG 30" 50 YD	\$975.00	\$982.50
4090 White DG Cubed Refl SHTG 36" 50 YD	\$1,170.00	\$1179.00
4090 White DG Cubed Refl SHTG 48" 50 YD	\$1,560.00	\$1572.00
4091 Yellow DG Cubed Refl SHTG 24" 50 YD	\$780.00	\$786.00
4091 Yellow DG Cubed Refl SHTG 30" 50 YD	\$975.00	\$982.50
4091 Yellow DG Cubed Refl SHTG 36" 50 YD	\$1,170.00	\$1179.00

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

SIGN POST GALVANIZED 2.0LB/FT-14' "U" CHANNEL	\$37.38	\$54.40
DELINEATOR-GALVANIZED 1.12LB/FT-6'	\$10.45	\$12.00
Electronic Cuttable Film 1170 36"50 Yards NON PUNCHE	\$481.50	\$393.00
3924S Fl. Orange DG Shtg 36" 50 YD WORKZONE	\$1,170.00	\$1192.50
3924S Fl. Orange DG Shtg 48' 50 YD WORKZONE	\$1,560.00	\$1590.00
3930 Wht High Intensity 24" 50 YD PRISMATIC	\$414.00	\$393.00
3930 Wht High Intensity 30" 50 YD PRISMATIC	\$517.50	\$492.00
3930 Wht High Intensity 36" 50 YD PRISMATIC	\$621.00	\$589.50
3930 Wht High Intensity 48" 50 YD PRISMATIC	\$828.00	\$786.00
3931 Yellow HIP (3930 Series)24" 50 YD	\$414.00	\$393.00
3931 Yellow HIP (3930 Series)30" 50 YD	\$517.50	\$492.00
3931 Yellow HIP (3930 Series)36" 50 YD	\$621.00	\$589.50
3931 Yellow HIP (3930 Series)48" 50 YD	\$828.00	\$786.00
3937 Green HIP (3930 Series)24" 50 YD	\$414.00	\$393.00
3937 Green HIP (3930 Series)30" 50 YD	\$517.50	\$492.00
3937 Green HIP (3930 Series)36" 50 YD	\$621.00	\$589.50
3937 Green HIP (3930 Series)48" 50 YD	\$828.00	\$786.00
WHITE ENG (3920 SERIES)24" 50 YD	\$285.00	\$324.00
WHITE ENG (3920 SERIES)30" 50 YD	\$356.25	\$405.00
WHITE ENG (3920 SERIES)36" 50 YD	\$427.50	\$486.00
WHITE ENG (3920 SERIES)48" 50 YD	\$570.00	\$648.00

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

4091 Yellow DG Cubed Refl SHTG 48" 50 YD	\$1,560.00	\$1572.00
4097 Green DG Cubed Refl SHTG 36" 50 YD	\$1,170.00	\$1179.00
4097 Green DG Cubed Refl SHTG 48" 50 YD	\$1,560.00	\$1572.00
BLACK 7725 SERIES WITH CLEAR BACKING 24" 50YD	\$267.00	\$420.00
BLACK 7725 SERIES WITH CLEAR BACKING 30" 50YD	\$333.75	\$525.00
BLACK 7725 SERIES WITH CLEAR BACKING 36" 50YD	\$400.50	\$630.00
BLACK 7725 SERIES WITH CLEAR BACKING 48" 50YD	\$534.00	\$840.00
BLACK 7725 SERIES WITH CLEAR BACKING 60" 50YD	\$556.25	\$1050.00
AVERY BRAND SHEETING HIP		
WHITE T6500 30" 50YD	\$517.50	NO BID
WHITE T6500 36" 50YD	\$621.00	NO BID
WHITE T6500 48" 50YD	\$828.00	NO BID
YELLOW T6501 30" 50YD	\$517.50	NO BID
YELLOW T6501 36" 50YD	\$621.00	NO BID
YELLOW T6501 48" 50YD	\$828.00	NO BID
FL ORANGE T7514 36" 50YD	\$1,057.50	NO BID
FL ORANGE T7514 48" 50YD	\$1,410.00	NO BID
TYPE XI		
WHITE T11500 30" 50YD	\$975.00	NO BID
WHITE T11500 36" 50YD	\$1,170.00	NO BID
WHITE T11500 48" 50YD	\$1,560.00	NO BID
YELLOW T11501 30" 50YD	\$975.00	NO BID
YELLOW T11501 36" 50YD	\$1,170.00	NO BID
YELLOW T11501 48" 50YD	\$1,560.00	NO BID
FL YELLOW GREEN (SCHOOL) T11513 36" 50YD	\$1,170.00	NO BID
LAMINATOR OL1000 30" 50YD	\$450.00	NO BID
LAMINATOR OL1000 36" 50YD	\$540.00	NO BID
LAMINATOR OL1000 48" 50YD	\$720.00	NO BID
SIGN BLANKS		
STOP SIGN BLANKS 30" EA	\$15.87	\$21.50
36" EA	\$22.10	\$30.90
48" EA	\$39.27	\$55.20
YIELD SIGN BLANKS 30" EA	\$9.27	\$12.42
36" EA	\$13.10	\$15.53
BLANK SIGN 42"X9" MIN QTY 20	\$7.97	\$90.56

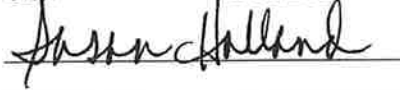
MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

CERTIFIED AS CORRECT BY:

A handwritten signature in cursive script, appearing to read "Susan Holland", is written over a horizontal line.

SUSAN HOLLAND PURCHASING AGENT

01-004

City of Mobile
County of Mobile

Sponsored by: Samuel L. Jones, Mayor

CC: Bill Metzger

John Windley

2010

Bill Danahy

Nick Ambarger

Rick Lamberson

Richard A. Jones

JAN 27 2010

RESOLUTION

Ray R.

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The City is hereby authorized to enter into joint purchasing agreements with the County for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

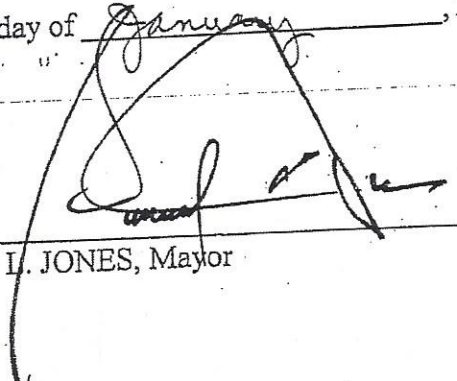
3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

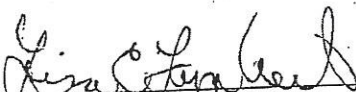
5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2009¹⁰


SAMUEL L. JONES, Mayor

ATTEST:


City Clerk

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The County is hereby authorized to enter into joint purchasing agreements with the City for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications.

~~When purchasing off a joint bid, each party shall be solely responsible for issuing its own~~

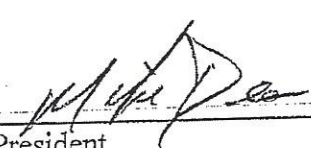
purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

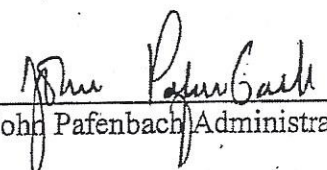
5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This resolution authorizes but does not mandate joint purchasing agreements with the City.

ENTERED INTO, this 11th day of January, 200¹⁰9.


Mike Dean, President

ATTEST:


John Pafenbach Administrator



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 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 Howard Industries Inc dba Howard Technology Solutions for annual renewal of Filewave mobile device management software for MIT. General fund.

Amount of Contract:

\$24,724.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240731 Howard Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 6 August 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 Howard Industries Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Howard Industries Inc dba Howard Technology Solutions
for annual renewal of Filewave mobile device management software for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$24,724.00

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: Bid exempt as software; Omnia/NCPA cooperative purchasing agreement.

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>12034</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF FILEWAVE MOBILE DEVICE MANAGEMENT SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE, OMNIA/NCPA COOPERATIVE PURCHASING AGREEMENT)	\$24,724.00	<u>(292451)</u> <u>HOWARD</u> <u>INDUSTRIES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012034-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/24	292451	07/16/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001	PER OMNIA PARTNERS/NCPA CONTRACT #01-145 AND YOUR QUOTE #KD8	1425899.00.	
	Desktop Client License win/Mac	800.00	21.36000
	PUBLIC/GOVT MPN: DCLW-MPG	EACH	17088.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.		17088.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	Mobile License Android/iOS/tvOS	700.00	9.48000	6636.00
	PUBLIC/GOVT MPN: MLA-IT-PG	EACH		
1	1000.10.23.5000.5000.5000.0000.0000.42115.			6636.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012034-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/24	292451	07/16/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003 Hosting Fees MPN: Hosting Fees	1.00 EACH	1000.00000	1000.00
1 1000.10.23.5000.5000.5000.0000.0000.42115.			1000.00
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Howard Technology Solutions

Technology Solutions, Products & Services

Howard Technology Solutions, known for its cost-effective approach to providing the very latest in reliable, high-quality equipment, manufactures custom desktops, notebooks, servers, and presentation carts that continue to secure market recognition. In addition, established partnerships with other industry leaders enable Howard to offer a rich portfolio of over 250,000 name brand products ranging from projectors, document cameras, and sound amplification systems to interactive technologies and control systems—everything needed to teach 21st Century skills, foster collaboration, and integrate multimedia tools into instruction.

Click Your Industry

Education | Government

Nonprofit

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

• Technology Solutions, Products and Services
Region 14 ESC - TX | 01-145

[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)

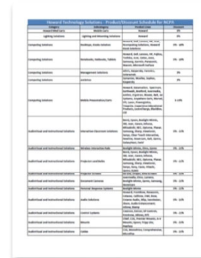
Howard Technology Solutions

Howard Technology Solutions also provides OMNIA Partners agencies with a wide range of technical support that includes network consulting, programming, and management services, as well as installation and training by industry-certified technicians. Howard Technology Solutions has been satisfying education & government for more than 14 years.

Resources



[View Line Card](#)



[View Discount Categories](#)

Contact Information

Contracts Admin
Brandey Boyd
bboyd@howard.com
601-399-5833

K12 Texas Only
Trey Upchurch
tupchurch@howard.com
601-399-5833

Higher Education
Chris Lyman
clyman@howard.com
601-399-5812

K12 (Other than TX)
Erin Miller
emiller@howard.com
601-399-5720

GOV/ENT
Dylan Owen
dowen@howard.com
601-399-5810

[SUPPLIER WEBSITE](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

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[CAREERS](#)



5001 Aspen Grove Drive
Franklin, TN 37067
info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)



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. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 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.

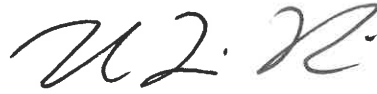
Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such 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 purchases must comply with the requirements of *Uniform Guidance*.

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

*****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 "RLR", with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 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 Environmental Systems Research Institute Inc for annual renewal of ArcGIS software products for GIS.

Amount of Contract:

\$106,373.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240731 ESRI Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 6 August 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 annual
renewal of ArcGIS software products for GIS.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$106,373.00

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: Bid exempt 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>12857</u>	2024	(5010) GEOGRAPHIC INFORMATION SYSTEMS	ANNUAL RENEWAL OF ARCGIS SOFTWARE PRODUCTS FOR GIS (BID EXEMPT AS SOFTWARE)	\$106,373.00	<u>(050080)</u> <u>ENVIRONMENTAL</u> <u>SYSTEMS</u> <u>RESEARCH</u> <u>INSTITUTE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012857-00 FY 2024 Acct No: 1000.10.23.5010.5010.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 1

Vendor ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 CREAMER@CITYOFMOBILE.ORG
---	--

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/24	050080				GEOGRAPHIC INFO SYSTEMS

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER QUOTE #26225346. THIS IS A SOLE SOURCE RENEWAL TO EXISTING MAPPING SOFTWARE. MAINTENANCE AGREEMENT ON SOFTWARE PURCHASED FROM ESRI, THE SOFTWARE DEVELOPER, ON PURCHASE ORDERS: A30037, A61673 AND A6617. THESE PURCHASES WERE IN 1997 AND 1999. (MUCH OF IT IS MIGRATED MAINTENANCE.) SEND PURCHASE ORDER TO: MANNY BALLESTEROS SERVICE@ESRI.COM OR MBALLESTEROS@ESRI.COM FAX: 909-307-3083 ALTERNATE: DRESENDEZ@ESRI.COM 1-909-369-2889 EXT. 2889

001 Annual maintenance renewal for gis software for servers, desktops and web applications. Software supports third party software/systems - Nexgen, 911, Tyler products.	1.00	106373.00000	106373.00
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Additional Description Notes

PER QUOTE #26225346. THIS IS A SOLE SOURCE RENEWAL TO EXISTING MAPPING SOFTWARE. MAINTENANCE AGREEMENT ON SOFTWARE PURCHASED FROM ESRI, THE SOFTWARE DEVELOPER, ON PURCHASE ORDERS: A30037, A61673 AND A6617. THESE PURCHASES WERE IN 1997 AND 1999. (MUCH OF IT IS MIGRATED MAINTENANCE.) SEND PURCHASE ORDER TO: Daniella Resendez SERVICE@ESRI.COM OR dresendez@esri.com.

1 1000.10.23.5010.5010.5000.0000.0000.42115.	106373.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012857-00 FY 2024 Acct No: 1000.10.23.5010.5010.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 CREAMER@CITYOFMOBILE.ORG
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Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/24	050080				GEOGRAPHIC INFO SYSTEMS

LN Description / Account	Qty	Unit Price	Net Price
Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 Deliver To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602			

Requisition Link

Requisition Total 106373.00

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

Account	Amount	Remaining Budget
1000.10.23.5010.5010.5000.0000.0000.42115.	106373.00	61790.48
GIS EXP	SOFTWARE COSTS	

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

Activity	Date	Clerk	Comment
Approved	07/29/24	DONALD ROSE	Approved by: 9105fo1a
Approved	07/29/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	07/29/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	07/29/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	07/29/24	JOHN PAINE	Auto approved by: 910516727
Approved	07/29/24	MICHAEL SPAFFORD	Auto approved by: 910516727

=====	=====
Bill To	Requisition 00012857-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
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Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	GIS
380 NEW YORK ST	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	CREAMER@CITYOFMOBILE.ORG
Tel#909-793-2853	
Fax 909-307-3083	

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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/26/24	050080				GEOGRAPHIC INFO SYSTEMS
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Attached to this memo is a resolution to transfer \$13,500 from the Programs and Project Management Professional and Technical budget line item to the Grant Fund Project, G-STLOUIS. The purpose of this transfer is to fund the change order to complete the additional review and edits required by Alabama Department of Transportation. This additional review was required as part of the agreement between the State of Alabama and the City of Mobile, allowing us to accept federal funds in the amount of \$4,159,950.40 for the project titled "Innovating St. Louis Street: Mobile's Technology Corridor."

The Innovating St. Louis Street project reconstructs infrastructure on a 17 block stretch of St. Louis Street in downtown Mobile. The project includes the design and reconstruction of the road bed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way. The planning, design, and reconstruction of existing utility, streetscape, roadway, and storm drainage infrastructure along St. Louis Street will be a significant milestone for the City of Mobile. Comprehensively, this initiative correlates with broader objectives for fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

Amount of Contract:

N/A

Funding Source

N/A

ATTACHMENTS:

1. Cover Letter
2. Transfer Resolution

REVIEWERS:

Jennifer Greene

Randy Threadgill
Scott Collins
Chris Kern
James Barber
Brandi Montgomery



July 18, 2024

To Whom It May Concern:

The attached Change Order No. 3 executes a change to the contract between the City of Mobile and Neel Schaffer, Inc., for the Innovating St. Louis Street: Mobile's Technology Corridor project, COM Project No. 2018-3005-19, Resolution (21-830), as adopted on November 10, 2020.

The purpose of the change order is for additional review and updates to the construction plans. With the addition of ALDOT MPO funds made available to the project, ALDOT required additional review of the 100% plans. Upon receipt of ALDOT's Disposition of comments, Neel Schaffer, Inc. will revise and update the construction plans and return to the City.

The current contract amount of \$467,390.00 will increase by \$13,500.00 for a new contract sum of \$480,890.00.

The current contract time will remain the same.

We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jennifer Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works

R E S O L U T I O N

Sponsored by: Jennifer Greene

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$13,500.00 be transferred from the General Fund (fund 1000) budget of Program & Project Management: Professional and Technical (10042045.42200) to the Grant Fund (Fund 5023) Project G-STLOUIS -INNOVATING ST. LOUIS STREET: MOBILE'S TECHNOLOGY CORRIDOR (50235023.93010). These funds will be used to fund a contract change order for Contract# 3313 with Neel Schaffer, Inc. for updated engineering and design.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Cassie Boatwright/Chad Holm

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize SC-017-24 with Morrow Contracting, Inc. d/b/a Advanced Service Plus Plumbing Company for Service Contract-Variou City of Mobile Facilities-Plumbing Services; NTE \$100,000.00 per year; sponsored by Mayor Stimpson (submitted by Cassie Boatwright/Chad Holm, Building Services Dept).

Amount of Contract:

NTE \$100,000.00 per year

Funding Source

1004-3035-42150

ATTACHMENTS:

1. CivicPlus routing for SC-017-24 Plumbing Services
2. Resolution SC-017-24

REVIEWERS:

Katie Cassil
Cassie Boatwright
Scott Collins
Chris Kern
James Barber

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____ day of _____, in the year 2024, by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: Morrow Contracting, Inc.
d/b/a Advanced Service Plus Plumbing Company
3800 Halls Mill Road
Mobile, Alabama 36693

City of Mobile Business License No.: 066349

City of Mobile Vendor No.: 11797

Alabama Secretary of State Business Entity No.: 000-059-794

for the following **PROJECT**:

PROJECT NAME: SERVICE CONTRACT – VARIOUS CITY OF MOBILE
FACILITIES – PLUMBING SERVICES

PROJECT NO.: SC-017-24

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for **one (1) year** from the date of the Notice to Proceed, with the option to renew for two (2) additional 1-year terms.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for each term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a **Total Contract Sum not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00)** per term.

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

Labor Rates: Hourly rates for plumbing services shall be as follows:

First Year – Initial Term

Plumber (Licensed Journeyman)

Regular Working Hours \$ 90.00 / hour
Overtime Hours \$ 130.00 / hour

Plumber Helper (Apprentice)

Regular Working Hours \$ 40.00 / hour
Overtime Hours \$ 59.00 / hour

Second Year – First Additional Term

Plumber (Licensed Journeyman)

Regular Working Hours \$ 92.50 / hour
Overtime Hours \$ 135.50 / hour

Plumber Helper (Apprentice)

Regular Working Hours \$ 42.50 / hour
Overtime Hours \$ 61.50 / hour

Third Year – Second Additional Term

Plumber (Licensed Journeyman)

Regular Working Hours \$ 100.00 / hour
Overtime Hours \$ 150.00 / hour

Plumber Helper (Apprentice)

Regular Working Hours \$ 50.00 / hour
Overtime Hours \$ 75.00 / hour

Parts/Material: for furnishing equipment, parts or other materials:

Service Contractor's Direct Cost plus **Fifteen Percent (15%)**.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made monthly upon completion and inspections of the work specified.
- B. One (1) original invoice shall be delivered to the Service Contract Administrator for review. Invoice shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.

- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools, and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)
2. Scope of Work
3. Bid Form
4. Waiver of DBE Goal
5. Secretary of State Business Entity documentation
6. E-Verify documentation
7. Certificate of Liability Insurance with Endorsements
8. General Conditions
9. Addendum One, dated May 29, 2024

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
 - \$1,000,000 each person
 - \$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:

Bodily injury and property damage combined –\$1,000,000 per occurrence
4. General Aggregate limit shall apply on a “Per Project” Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
Bodily injury and property damage combined – \$1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer’s Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor’s covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

8.7 Anti-Discrimination: 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.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.10 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

8.11 Public contracts with entities engaging in certain boycott activities: By signing this contract, Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Remainder of page intentionally left blank

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

SERVICE CONTRACTOR:

Morrow Contracting, Inc d/b/a
Advanced Service Plus Plumbing Company

Signature

William S. Stimpson, Mayor, City of Mobile
Printed Name and Title

Signature

Cathy Moody President
Printed Name and Title

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Cathy Moody as President of Morrow Contracting Inc. and after being duly sworn, did depose and say that she, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 2 day of July, 2024.

Jenny Lee
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES AUGUST 7, 2027

END OF SECTION

SECTION 01000 – SCOPE OF WORK**PLUMBING SERVICE REPAIRS****General:**

It is the intent of this specification to provide for all labor, materials, tools, supplies, equipment, miscellaneous fees, transportation, and other items as necessary for the performance and successful completion of plumbing services for various City of Mobile buildings and facilities (The Work), on an "as needed" basis, as directed by the City of Mobile, Facility Maintenance Department.

The scope of services shall include, but is not strictly limited to, the following:

- The term “plumbing services”, when used in this specification shall mean the maintenance, removal, repair and/or replacement of all piping, plumbing fixtures, plumbing appliances, plumbing appurtenances, boilers, and other materials and equipment in connection with any of the following:
 - Supply (domestic) water systems
 - Sanitary sewer systems
 - Storm drainage systems
 - Roof drains and drainage piping
 - Plumbing venting systems
 - Heating ventilation and air conditioning systems
 - Steam boilers, hot water boilers, and other water heating systems.
- Plumbing services shall include the unclogging or snaking out of sanitary sewer or other drainage lines and the removal of solid or other waste to an acceptable disposal facility.
- Plumbing services shall also include all labor, material and equipment necessary for the excavation, back-filling and compaction of soil as required for the removal, repair and/or replacement of underground piping, plumbing appliances, or other items.
- All plumbing services shall be performed by Service Contractor's own forces. This Contract shall not be assignable.
- Service Contractor shall employ, and be capable of providing, multiple service technicians to be able, if required, to respond to multiple requests for service at the same time. Crew size shall be limited to the minimum number of Plumbers and Plumber Helpers (if required) necessary to complete the Work.
- Plumbers and Plumber Helpers shall be “on call” and available to respond to requests for service by the City twenty-four hours a day, seven days a week including holidays. For purposes of billing, the following shall apply:
 1. Regular business hours - Monday through Friday, 8:00 am to 5:00 pm
 2. Overtime - Monday through Friday 5:00 pm to 8:00 am the following day, and weekends, Friday 5:00 pm to Monday 8:00 am
 3. Holidays – Service Contractor's standard holidays, 5:00 pm prior night to 8:00 am following day

All services shall be billed in accordance with the hourly rates listed in the Schedule of Values section of the Agreement. Maximum response times for services are listed under

Time of Performance, below.

- Plumbers and Plumber Helpers shall be proficient in all phases of the repair or replacement of the plumbing systems listed above. All Plumbers shall be a State of Alabama license Journeyman Plumber.
- All Equipment and tools shall be appropriate for the task and shall be well maintained, calibrated, and in proper working order before use in the performance of the work.
- Prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. The successful bidder shall maintain a safe work environment at all times.
- Upon examination, report to the City's representative the existence of unsafe or other conditions which will compromise the performance of the service.
- Materials and equipment required for the successful completion of the Work shall be provided by Service Contractor and billed in accordance with the Unit Prices listed in the Agreement. Quotes for "major" materials or equipment (\$500.00 or more) shall be approved by Owner's Representative prior to ordering materials.
- Upon completion of all plumbing services, remove and properly dispose of all tools, equipment, materials, trash, and construction debris and leave the work area broom clean.
- Service Contractor shall be responsible for the cleaning, repair, or replacement of any piping, equipment, or adjacent materials or surfaces damaged by Service Contractor during the performance of the service, at no additional cost to the City.
- All plumbing services shall be performed in strict accordance with manufacturers' requirements and all applicable rules, regulations, State and local codes and Federal requirements.
- All work shall be under the direction of the City of Mobile, Facility Maintenance, Mechanical Systems Department. All maintenance and repair service shall be scheduled by the Director of Facility Maintenance or his designated representative.

Time of Performance:

Work hours: Plumbers and Plumber's Helpers shall be "on call" and available to respond to requests for service by the City twenty-four hours a day, seven days a week including holidays. For purposes of billing, the following shall apply:

1. Regular business hours - Monday through Friday, 8:00 am to 5:00 pm
2. Overtime hours - Monday through Friday 5:00 pm to 8:00 am the following day and weekends, Friday 5:00 pm to Monday 8:00 am
3. Holiday hours - Service Contractor's standard holidays, 5:00 pm prior night to 8:00 am following day

Response Times: Maximum response times for Service Contractor to be "on-site" and starting the Work are as follow:

1. Scheduled maintenance and repair service:
 - a) Within twenty-four (24) hours
2. Emergency repair service:
 - a) Monday through Friday between 8:00 am and 5:00 pm - within two (2) hours
 - b) Monday through Friday after 5:00 pm and on weekends and scheduled holidays - within four (4) hours

The Service Request issued by the City of Mobile will indicate whether services are

SCOPE OF WORK

PAGE 2 OF 4

considered as “scheduled maintenance and repair” or “emergency”.

City facilities will generally remain operational during maintenance and repair services. Maintenance and repair work shall be carried out in such a way to minimize disruption to facility operations, facility staff or to the general public. Service Contractor shall coordinate all work with the Facility Maintenance Department.

Upon arrival at a facility, the Service Contractor (s) shall check in with the facility manager to make the staff aware of the work to be accomplished, anticipated times for service, and any shutdowns or other disruptions that may be necessary to complete the work. Upon completion, the Service Contractor Technician shall notify the facility manager and Facility Maintenance Department representative.

Travel time may be billed for travel to and from the site of the Work within the City limits of the City of Mobile only, and shall be billed at the standard hourly rates listed in the Unit Prices section of the Agreement. Vehicle costs to include truck charges, mileage, and other fees and expenses are not reimbursable. All vehicle costs shall be included in the hourly labor rate as listed in the Unit Price section of the Agreement.

Equipment costs for Service Contractor's own equipment are not reimbursable. These equipment costs shall be included in the hourly labor rate as listed in the Unit Price section of the Agreement. If rental equipment is required to complete the Work, rental costs shall be billed at the Parts/Material rate as listed in the Unit prices section of the Agreement. The use and costs of rental equipment shall be approved by Owner's Representative prior to renting equipment.

Payments will be made monthly for completed services upon approval by the Owner of all Work and approval of Service Contractor's invoice for services. Invoices shall specify the facility, exact services performed, date and time of service, technician(s) or other staff providing services, copies of manufacturer/supplier invoices, or other information required for approval by the Facility Maintenance Department. All invoices must be received by the City of Mobile by the 25th of each month.

The City reserves the exclusive right to purchase parts or equipment directly and have the Service Contractor install the item(s) at the specified billing rate. The City also reserves the right to perform any of the work covered under a specific task order with its own personnel if it is in the City's best interest to do so.

All labor shall be billed at the scheduled hourly billing rate as stipulated in the Agreement. The hourly billing rates shall include all costs for direct time, benefits, taxes, all overhead and profit and other indirect expenses. Parts and equipment shall be billed at the Service Contractor's direct cost, including shipping if required, from manufacturer or supplier plus a percentage multiplier for overhead and profit as stipulated in the Agreement. Each service must be invoiced separately.

Miscellaneous Provisions:

Service Contractor shall warrant all labor, parts and equipment for forty-five (45) days unless manufacturer warranty/guarantee is greater.

Any parts, equipment, adjacent finishes or other property damaged by the Service Contractor in the course of maintenance and repair services or as a result of faulty workmanship shall be repaired or replaced at no cost to the City.

Any spillage or exchanged oil, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE
FACILITY MAINTENANCE DEPARTMENT
850 OWENS STREET
MOBILE, ALABAMA 36604

PROJECT NAME: SERVICE CONTRACT – PLUMBING SERVICES FOR
VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-017-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Facility Maintenance Department and dated May 22, 2024; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Facility Maintenance Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Morrow Contracting Inc. DBA Advanced Service Plus Plumbing Company
ADDRESS: PO Box 190338 Mobile AL 36619 **PHONE:** 251.662.6010
CITY OF MOBILE BUSINESS LICENSE NUMBER: Morrow Contracting Inc 79610 / Advanced Service Plus Plumbing Co 66349
SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 059-794
(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☒ (A Corporation)
☐ (A Partnership)
☐ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days. The Contract shall be

based on time and material cost with the Annual Contract Sum not to exceed:

One Hundred Thousand and 00/100 Dollars (\$100,000.00), per term.

1. BASE BID – MAINTENANCE & REPAIR SERVICES - shall be based on the following. Bidders shall quote hourly labor rate as specified below. The contractor must bid on all of the following items (Hourly rates are to be total cost as stated in the Scope of Work).

Labor Rates: Hourly rates for plumbing services shall be as follows:

First Year – Initial Term

Plumber (Licensed Journeyman)

Regular Working Hours

\$ 90.00 /hour *ninety dollars per hour*

Overtime Hours

\$ 130.00 /hour *one hundred and thirty dollars per hour*

Plumber Helper (Apprentice)

Regular Working Hours

\$ 40.00 /hour *forty dollars per hour*

Overtime Hours

\$ 59.00 /hour *fifty-nine dollars per hour*

Second Year – First Additional Term

Plumber (Licensed Journeyman)

Regular Working Hours

\$ 92.50 /hour *ninety-two dollars and fifty cents per hour*

Overtime Hours

\$ 135.00 /hour *one hundred and thirty-five dollars per hour*

Plumber Helper (Apprentice)

Regular Working Hours

\$ 42.50 /hour *forty-two dollars and fifty cents per hour*

Overtime Hours

\$ 61.50 /hour *sixty-one dollars and fifty cents per hour*

Third Year – Second Additional Term

Plumber (Licensed Journeyman)

Regular Working Hours

\$ 100.00 /hour *one hundred dollars per hour*

Overtime Hours

\$ 150.00 /hour *one hundred and fifty dollars per hour*

Plumber Helper (Apprentice)

Regular Working Hours

\$ 50.00 /hour *fifty dollars per hour*

Overtime Hours

\$ 75.00 /hour *seventy-five dollars per hour*

Parts/Material: for furnishing equipment, parts or other materials:

Service Contractor's Direct Cost plus **Fifteen** (**15%**)

* Direct cost shall be based on invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

2. BID INCLUDES:

Addendum Number 1, Dated May 29, 2024

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the

proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State, and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: Publix Super Markets, Inc
Company Address: P.O. Box 548 Lakeland, Florida 33802
Telephone: 904.509.2452 Email: chris.bagley@publix.com
Type of Work: Plumbing Services
Date(s): December 2019 through present

B. Reference #2:

Company Name: Westminster Village
Company Address: 500 Spanish Fort Blvd. Spanish Fort AL 36527
Telephone: 251.626.8585 Email: mitzi_sollac@detstlife.org
Type of Work: Plumbing Services
Date(s): November 2011 through present

C. Reference #3:

Company Name: Mobile County Commission
Company Address: P.O. Box 1443 Mobile, AL 36633
Telephone: 251.574.6632 Email: cdmes@mobilecounty.net
Type of Work: Plumbing Services
Date(s): January 2013 through present

Remainder of page intentionally left blank

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out the name. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Morrow Contracting, Inc DBA Advanced Service Plus Plumbing Company
(Typed)

BY: Cathy Moody
(Signature of Company Officer)

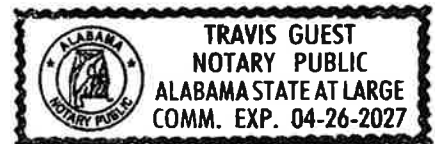
COMPANY OFFICER: Cathy Moody
(Typed)

TITLE President
(Typed)

DATE JUNE 11, 20 24

Sworn to and subscribed before me this 11 day of JUNE 24

Travis Guest
Notary Public



END OF SECTION



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# SC-017-24 Current Date 5.00 / 9.00 / 24.00

Project Description Service Contract- SERVICE CONTRACT PLUMBING SERVICES FOR VARIOUS CITY OF MOBILE FACILITIES

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be
waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Plumbing Services for the City of Mobile

Plumbing Services for the City of Mobile

Plumbing Services for the City of Mobile

Plumbing Services for the City of Mobile

Plumbing Services for the City of Mobile

Plumbing Services for the City of Mobile

Plumbing Services for the City of Mobile

CHAD B. HOLM
Requested By (Department Director)

Chad B. Holm
(Signature)

251-208-7519

Telephone Number

Building Services Project Manager 10/18/2023
(Title) (Date)

chad.holm@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Supplier Diversity Manager

(Title)

5/29/2024

(Date)

Approved By (CAO)



Alabama Secretary of State



Morrow Contracting, Inc.	
Entity ID Number	000 - 059 - 794
Entity Type	Domestic Corporation
Principal Address	THEODORE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/09/1980
Registered Agent Name	MOODY, CATHY
Registered Office Street Address	12129 SONNEBORN THEODORE, AL 36582
Registered Office Mailing Address	Not Provided
Nature of Business	CONSTRUCTION
Capital Authorized	\$10,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	MORROW, KENNETH R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	VINSANT, ALBERT JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	VINSANT, RETHA L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MORROW, MARY E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008

Morrow Contracting, Inc.											
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
					2020	2021	2022				
Transactions											
Transaction Date	02/14/1983										
Legal Name Changed From	Vinsant-Morrow Insurance Contractors, Inc.										
Transaction Date	07/02/1992										
Legal Name Changed From	Vinsant-Morrow Contractors, Inc.										
Transaction Date	04/22/1998										
Legal Name Changed From	Manuel & Morrow Contractors, Inc.										
Transaction Date	12/05/2008										
Miscellaneous Filing Entry	AMENDMENT FILED										
Transaction Date	12/08/2008										
Principal Office Changed From	MOBILE, AL										
Transaction Date	12/08/2008										
Registered Agent Changed From	* Added										
Scanned Documents											
Purchase Document Copies											
Document Date / Type / Pages	02/14/1983 Legal Name Change 4 pgs.										
Document Date / Type / Pages	07/02/1992 Legal Name Change 4 pgs.										
Document Date / Type / Pages	04/22/1998 Legal Name Change 3 pgs.										
Document Date / Type / Pages	12/05/2008 Miscellaneous Entry 2 pgs.										
Document Date / Type / Pages	12/08/2008 Registered Agent Change 1 pg.										

New Search

E-Verify



Company ID Number: 468942
Client Company ID Number: 605871

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Morrow Contracting, Inc.

Ron Moody
Name (Please Type or Print)

owner
Title

[Signature]
Signature

10/5/12
Date

E-Verify Employer Agent Alabama Department of Homeland Security

Donyelle Marshall

Name (Please Type or Print)

Title

Electronically Signed
Signature

10/04/2012
Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name: Morrow Contracting, Inc.

Page 14 of 15 | E-Verify MOU for Employer (Client) using a E-Verify Employer Agent | Revision Date 09/01/09
www.dhs.gov/E-Verify



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2024

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 Valent Group, LLC 1110 Montlamar Drive Suite 400 Mobile AL 36609		CONTACT NAME: Danelle Stokes PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: dstokes@valentgroup.com	
INSURED Morrow Contracting Inc dba Advanced Service Plus Plumbing Co. PO Box 190338 Mobile AL 36619-0338		INSURER(S) AFFORDING COVERAGE INSURER A: Owners Insurance Company INSURER B: Auto Owners Ins Co INSURER C: Safety National Casualty Corporation INSURER D: INSURER E: INSURER F:	
		NAIC # 32700 18988 15105	

COVERAGES

CERTIFICATE NUMBER: CL2432047327

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 ☒ Contractual Liability included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	38397590	03/26/2024	03/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	5439759000	03/26/2024	03/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	5439759001	03/26/2024	03/26/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 FOLLOW FORM \$
	☒ 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 ☒ Y	N/A	Y	29023-00/SP4067497	01/01/2024	01/01/2025	☒ 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
A	Contractors Errors & Omissions			38397590	03/26/2024	03/26/2025	Per Claim \$ 100,000 Aggregate \$ 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[Job #: SC-017-24 Job Type: Service Contract for Plumbing Services for various City of Mobile Facilities]
City of Mobile is included as an additional insured in respect to general liability, automobile liability and umbrella liability as required by written contract. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to general liability, auto liability, umbrella liability. 30 day notice of cancellation, non-renewal or material change shall apply(except 10 days for non-payment. In regards to Workers Compensation, by waiving subrogation, the employer and servicing agent may still receive reimbursement from a lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or lawsuit against certificate holder.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsha Rheone</i>
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GENERAL CONDITIONS

May 22, 2024

1. GENERAL REQUIREMENTS:

- A. The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. The Work:** The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.
- D. The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A.** The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's

designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.
- B. The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training, and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

- J.** The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Service Contractor.
- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless

otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
- 1) Payments shall be made monthly upon completion of the specified work.
 - 2) One (1) original letterhead invoice shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. SAFETY:

- A.** The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D.** If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after

discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

- E.** The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F.** In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- A.** The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
 - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
 - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
 - 4) Claims for damages insured by usual personal injury liability coverage;
 - 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 7) Claims for bodily injury or property damage arising out of completed operations; and
 - 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.
- B.** The Service Contractor shall take out and maintain during the life of the Contract

not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:

Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
b) Property Damage	\$1,000,000 each occurrence
c) Or Bodily Injury	\$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	\$1,000,000 each person
------------------	-------------------------

- | | | |
|--|-------------------------|-----------------------------|
| | | \$1,000,000 each occurrence |
| | b) Property Damage | \$1,000,000 each occurrence |
| | c) Or Bodily Injury and | \$1,000,000 combined single |
| | | limit Property Damage |
- 4) Excess/Umbrella Liability:
- a) \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.
- Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.
- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.
- 9. MISCELLANEOUS PROVISIONS:**
- A.** The Contract shall be governed by the law of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

- C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F. Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G. Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
- I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A. The Owner may terminate the Contract for cause if the Service Contractor
 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper

equipment or materials; or

- 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

- B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Plumbing Services – Various City of Mobile Facilities

Project #SC-017-24

Date: May 29, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated May 22, 2024. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated May 29, 2024, and Agenda are attached and form part of Addendum No. 1.
- Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.

END OF ADDENDUM NO. 1

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson

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 Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company: MORROW CONTRACTING, INC. d/b/a
ADVANCED SERVICE PLUS PLUMBING COMPANY

Project Name: SERVICE CONTRACT – VARIOUS CITY OF MOBILE
FACILITIES – PLUMBING SERVICES

Project Number: SC-017-24

Amount: NTE \$100,000.00 PER YEAR

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Cassie Boatwright/Chad Holm

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize SC-019-24 with Butler Complete Services LLC for Service Contract-Variou City of Mobile Facilities-Landscaping Services; NTE \$32,105.00 per year; sponsored by Mayor Stimpson (submitted by Cassie Boatwright/Chad Holm, Building Services Dept)

Amount of Contract:

NTE \$32,105.00 per year

Funding Source

61206120-42150

ATTACHMENTS:

1. CIVICPLUS routing for SC-019-24 Landscaping Services

REVIEWERS:

Katie Cassil
Cassie Boatwright
Richard Moore
Chris Kern
Brandi Montgomery
James Barber

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson

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 Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company: BUTLER COMPLETE SERVICES, LLC

Project Name: SERVICE CONTRACT – VARIOUS CITY OF MOBILE
FACILITIES – LANDSCAPING SERVICES

Project Number: SC-019-24

Amount: NTE \$32,105.00 PER YEAR

Adopted:

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____ day of _____, in the year 2024,

By and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: Butler Complete Services, LLC
2808 Gaslight Lane East
Mobile, Alabama 36695

City of Mobile License Number: 118803

City of Mobile Vendor Number: 297507

State of Alabama Business Entity Number: 000-872-343

for the following **PROJECT**:

PROJECT NAME: SERVICE CONTRACT – VARIOUS CITY OF MOBILE
FACILITIES – LANDSCAPING SERVICES

PROJECT NO.: SC-019-24

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for **one (1) year** from the date of the Notice to Proceed with the option, at the City's sole discretion, to renew for two (2) additional one-year terms.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a **Total Contract Sum not to exceed \$96,315.00.**

3.2 SCHEDULE OF VALUES: For all Basic Services as specified shall be billed as follows, as specified in Scope of Work:

Facility	Year 1	Year 2	Year 3	Total
Mobile Museum of Art				
Turf Maintenance	\$ 15,500.00	\$ 15,500.00	\$ 15,500.00	\$ 46,500.00
Shrub Bed Maintenance	\$ 4,290.00	\$ 4,290.00	\$ 4,290.00	\$ 12,870.00
Pine Straw Mulch	\$ 4,350.00	\$ 4,350.00	\$ 4,350.00	\$ 13,050.00
Tree Maintenance	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00
Landscape Health Maintenance	\$ 700.00	\$ 700.00	\$ 700.00	\$ 2,100.00
Total	\$ 27,840.00	\$ 27,840.00	\$ 27,840.00	\$ 83,520.00
Facility	Year 1	Year 2	Year 3	Total
Springhill Fire Station #18				
Turf Maintenance	\$ 145.00	\$ 145.00	\$ 145.00	\$ 435.00
Shrub Bed Maintenance	\$ 50.00	\$ 50.00	\$ 50.00	\$ 150.00
Pine Straw Mulch	\$ 150.00	\$ 150.00	\$ 150.00	\$ 450.00
Tree Maintenance	\$ 50.00	\$ 50.00	\$ 50.00	\$ 150.00
Landscape Health Maintenance	\$ 100.00	\$ 100.00	\$ 100.00	\$ 300.00
Total	\$ 495.00	\$ 495.00	\$ 495.00	\$ 1,485.00
Facility	Year 1	Year 2	Year 3	Total
Crichton Fire Station # 12				
Turf Maintenance	\$ 135.00	\$ 135.00	\$ 135.00	\$ 405.00
Shrub Bed Maintenance	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
Pine Straw Mulch	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Tree Maintenance	\$ 50.00	\$ 50.00	\$ 50.00	\$ 150.00
Landscape Health Maintenance	\$ 100.00	\$ 100.00	\$ 100.00	\$ 300.00

Total	\$ 480.00	\$ 480.00	\$ 480.00	\$ 1,440.00
Facility	Year 1	Year 2	Year 3	Total
Springhill Traffic Circle				
Turf Maintenance	N/A	N/A	N/A	N/A
Shrub Bed Maintenance	\$ 140.00	\$ 140.00	\$ 140.00	\$ 420.00
Pine Straw Mulch	\$ 200.00	\$ 200.00	\$ 200.00	\$ 600.00
Seasonal Plants	\$ 750.00	\$ 750.00	\$ 750.00	\$ 2,250.00
Landscape Health Maintenance	\$ 200.00	\$ 200.00	\$ 200.00	\$ 600.00
Tree Maintenance	N/A	N/A	N/A	N/A
Total	\$ 1,290.00	\$ 1,290.00	\$ 1,290.00	\$ 3,870.00

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Bid Amount (Total Year 1, Year 2, & Year 3 combined):

Ninety Thousand Three Hundred Fifteen & 00/100 Dollars

(Amount in Words)

(\$ 90,315.00)

(Amount in #'s)

UNIT PRICING:

Additional Pine Straw Mulch, 1 Bale, Installed, per request: \$ 18.50

Additional Turf Fertilizations, per request: \$ 350.00

Additional Pre-Emergent Herbicide, per request: \$ 300.00

Additional Turf Pesticide, per request: \$ 275.00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

A. Regular time: Rate \$ 45.00 per hour.
(7a.m. to 5p.m., Monday-Friday)

B. Overtime Rate \$ 60.00 per hour.
(5p.m. to 7a.m., Monday-Friday and weekends)

C. Holiday Overtime Rate \$ 60.00 per hour.
(City Approved Holidays)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

PARTS/MATERIALS: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost* plus **fifteen (15%) percent** .

* Direct cost shall be based on invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made monthly upon completion and inspections of the work specified.
- B. Original invoices shall be delivered to the Building Service's Project Manager for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools, and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

- 1. This Instrument (Agreement)
- 2. Scope of Work
- 3. Bid Form
- 4. DBE Waiver Form
- 5. State of Alabama Business Entity Documentation
- 6. E-Verify Documentation
- 7. Certificate of Liability Insurance with Endorsements
- 8. General Conditions
- 9. Addendum One, dated June 28, 2024

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and

qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability Insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
Bodily injury and property damage combined –\$1,000,000 per occurrence
4. General Aggregate limit shall apply on a “Per Project” Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
Bodily injury and property damage combined – \$1,000,000 per occurrence

C. Excess/Umbrella Liability Insurance

1. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer’s Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation Insurance - in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor’s covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured.

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions:

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, Permits, Etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-Discrimination: 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.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.10 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

8.11 Public contracts with entities engaging in certain boycott activities: By signing this contract, Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

SERVICE CONTRACTOR:

Butler Complete Services, LLC

Signature

Signature

William S. Stimpson, Mayor, City of Mobile
Printed Name and Title

James D Butler - Owner
Printed Name and Title

ATTEST:

City Clerk

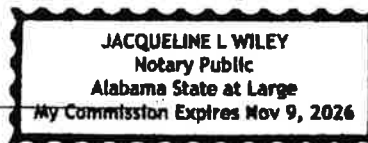
STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared JAMES Butler as Owner of Butler Complete Services LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of owner.
Sworn to and subscribed for me this 19th day of July, 2024.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires
November 9, 2026



END OF SECTION

CONTRACT AGREEMENT
PAGE 8 OF 8

SECTION 01000 – SCOPE OF WORK**EXHIBIT 1****SCOPE OF WORK – LANDSCAPING SERVICES****BASIC SERVICES:**

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required for landscape services at locations listed under Exhibit 2 - Locations, in accordance with the terms of this Contract.

Coordination:

Coordinate all work with Building Services staff and on-site facility staff. Give adequate advance notice of service.

- Work shall be scheduled and the Service Contractor shall work around areas in use or events scheduled by the City of Mobile Staff at these facilities so as to reduce disturbances and interruptions.
- Within Seven (7) calendar days from written Notice to Proceed, Service Contractor shall submit a proposed schedule for regular service to buildingservices@cityofmobile.org for approval.
- Landscaping Maintenance services shall typically be scheduled for the same day each week, where practicable.

Job Conditions:

- All services shall be performed during regular business hours, 7:00am to 5:00pm, Monday through Friday. Seasonal exceptions may be requested and granted through the respective site manager and Building Services Project Manager.
- In the event of weather delays or other circumstances beyond control of Service Contractor, every effort will be made to re-schedule any missed Landscaping Maintenance services as soon as possible after the delay. In no event shall the Service Contractor provide less than the total number of scheduled services each year.

Landscaping maintenance:

Landscaping maintenance shall be performed in accordance with the following:

1. Turf Maintenance:

A.) Mowing – Prior to each mowing, all trash and debris shall be removed from turf, shrub/flower beds and paved areas. Service shall include mowing of all grass areas designated in Paragraph 8, trimming around all obstacles, mulching or bagging excessive grass clippings and removing all debris from sidewalks, curbs, and parking areas.

B.) Power Edging – Edging of all sidewalks, curbs, slabs, and other paved areas shall be performed during each mowing with a steel blade edger. Edging with string trimmers or herbicides will not be allowed. Debris created from power edging will be removed and areas swept or blown clean.

C.) Extreme caution shall be taken when mowing, trimming or edging around sculptures or sculpture bases or other areas where damage to buildings, equipment, or vehicles may occur.

D.) Turf Maintenance (Mowing and Power Edging) shall be performed weekly from March through September (Twenty-Eight (28) site visits), and twice monthly from October through February (Twelve (12) site visits).

2. Shrub Bed Maintenance and Weed Control:

A.) Shrub Bed Edging – All shrub beds shall be edged using a string trimmer.

B.) Weed Control – All shrub beds shall be weeded as required. Pre-& Post-Emergent applications shall be made as needed. All asphalt/concrete parking and drives and sidewalks around building shall be kept weed free.

C.) Pruning – All shrubs and ground covers shall be pruned, when appropriate, to remove dead, diseased or damaged branches, to develop the natural form of the plant or to create and maintain the effect intended in the landscape.

D.) Mulch – In March of each year, all shrub beds shall receive a fresh application of pine straw mulch consistent with prior applications. If additional applications of mulch are required by Owner, the work shall be billed and paid in accordance with the Unit Prices as listed in the Agreement.

E.) Shrub Bed Maintenance (Edging, Weed Control and Pruning) shall be performed weekly from March through September (Twenty-Eight (28) site visits), and twice monthly from October through February (Twelve (12) site visits).

3. Tree Maintenance:

A.) Tree/Tree Ring Edging – All Trees/Tree Rings shall be edged using a string trimmer. Care shall be taken to avoid excessive damage to tree bark.

B.) Weed Control – All tree rings shall be weeded monthly. Post-emergent applications shall be made, where needed.

C.) Mulch – All tree rings will be mulched twice yearly (in March and September) with fresh application of pine straw.

D.) Pruning – All trees shall be pruned as necessary of all diseased or damaged branches and to develop the natural form of the plant or to create and maintain the effect intended in the landscape. Limbs or branches touching the facility shall be pruned appropriately to eliminate contact and allow sufficient clearance. Low hanging limbs shall be pruned to create a canopy 6 feet from ground. Pruning will be limited to cuts that can safely be reached from the ground using conventional hand pruning equipment. Maximum pruning height is twelve feet. Maintain natural form of species.

E.) Palm Pruning – All palm trees shall be pruned. Any palm fronds, blooms, fruit and hanging fronds shall be pruned away from parking and light bollards as appropriate for visibility. Brown and declining fronds, blooms, fruit and hanging fronds shall be pruned and disposed of off-site.

F.) Tree Maintenance (Edging, Weed Control and Pruning) shall be performed weekly from March through September (Twenty-Eight (28) site

visits), and twice monthly from October through February (Twelve (12) site visits).

4. Mulch:

- A.) All mulch shall be applied at a thickness of approximately 3 inches. Mulch will be fresh and free of foreign materials, weeds, insects, and shall be applied only after existing mulch has been removed and discarded.
- B.) Service Contractor shall include a sufficient number of bales of pine straw per year in Base Bid to satisfy the requirements outlined in Scope of Work. Additional mulch, if required by Owner, will be billed and paid in accordance with the Unit Prices as listed in the Agreement.
- C.) Mulch installations will be scheduled in accordance with the schedule listed in Paragraphs 2 and 3 above.

5. Plant Health Maintenance:

- A.) Turf Fertilization – Two (2) applications per year shall be required; a balanced fertilizer, 1 lb. of nitrogen per 1,000 square feet in the spring, and a high potassium fertilizer, 1 lb of potassium per 1,000 square ft. in the fall.
- B.) Shrub Fertilization – One (1) application per year of a balanced fertilizer, 1 lb. of nitrogen per 1,000 square feet shall be required.
- C.) Turf Weed Control – Two (2) applications per year shall be required; one spring and one fall pre-emergent weed control.
- D.) Turf Pest Control – One (1) application of Top Choice fire ant treatment per year, in accordance with product label.
- E.) Shrub Pest Control – Two (2) horticultural oil applications per year in November and February.
- F.) All pesticide and herbicide applications shall be made under the supervision of a state licensed commercial applicator, and in strict compliance with all applicable Federal Laws, Alabama Dept. of Agriculture, and Industry standards and local ordinances. Place appropriate warning signage, post application when applicable, per product label.

6. Irrigation:

- A.) Service Contractor will be responsible for coordinating irrigation schedule to provide optimal health of all plant material and to insure responsible use of water resources. Over-watering or under-watering of plants may result in charge backs to the contractor if plants decline or need replacement.
- B.) Service Contractor will prepare an irrigation zone list and irrigation schedule that will be posted in irrigation controller and adjusted seasonally as needed. List and schedule to be posted within 30 days of written Notice to Proceed.
- C.) Service Contractor shall be responsible for all repairs or replacement of irrigation system components in kind damaged by work associated with landscape maintenance under this contract.

7. Disposal of Landscape Debris:

A.) All landscape debris, including but not limited to, grass clippings, limbs, leaves, mulch, and flowers as well as all trash collected as part of landscaping maintenance or as a result of landscaping maintenance activities shall be removed and disposed of off-site by the Service Contractor.

B.) Service Contractor shall leave all parking areas/drives, sidewalks, and streets clean and free from landscape debris or trash.

C.) In no case will the Service Contractor be allowed to blow and leave any landscape debris in storm sewer drain inlets, lake, or ditch.

8. Areas to be Maintained – Service Contractor shall provide Landscaping Maintenance services within the approximate boundaries described below:

A.) Mobile Museum of Art:

- North boundary – approximately Five (5) feet north of the concrete walk (at termination of turf), along the lake.
- South boundary – Museum Dr.
- West boundary – edge of concrete ditch (at termination of turf) running from Museum Drive to lake.
- East boundary – line originating at Museum Dr, approximately sixty (60) feet east of easternmost vehicular entrance to Museum, and meandering north and west, fifty (50) feet from east parking lot until intersecting with north boundary, approximately five (5) feet north of the concrete walk (at termination of turf), along the lake.

B.) Springhill Fire Sta. 18

- North boundary – Fence line with old National Guard Fort Hardeman Armory property.
- South boundary – Intersection of Museum Dr. and McGregor Ave.
- East boundary – Intersection of Museum Dr. and McGregor Ave., traveling north along McGregor Ave. to the fence line with old National Guard Fort Hardeman Armory property.
- West boundary – Intersection of Museum Dr. and McGregor Ave., traveling north along Museum Dr, to an area approximately in the line-of-site with the fence line with old National Guard Fort Hardeman Armory property.

C.) Crichton Fire Sta. 12

- North boundary – From Davenport Ave. in line-of-sight with the north fence line, extending to the east fence line intersection.
- South boundary – Haas Ave.
- East boundary – East fence line, parallel to McLean Ave, east of the retention pond, extending line of sight to Haas Ave.
- West boundary – From Davenport Ave. in line-of-sight with the north fence line, extending along Davenport Ave. to the intersection with Haas Ave.

D.) Springhill Traffic Circle

All areas within the traffic circle at the intersection of Museum Dr. and McGregor Ave.

EXHIBIT 2

SCOPE OF WORK – LOCATIONS

Locations:

Mobile Museum of Art (MMA)
4850 Museum Dr.
Mobile, AL 36608



Springhill Fire Sta. 18
700 Museum Dr.
Mobile, AL, 36608



Crichton Fire Sta. 12
200 Davenport Ave.
Mobile, AL 36607



Springhill Traffic Circle
Intersection of Museum Dr. and
N. McGregor Ave
Mobile, AL, 39908



EXHIBIT 3

SCOPE OF WORK – SCHEDULE

Month	Frequency
January	2 times per month
February	2 times per month
March	4 times per month
April	4 times per month
May	4 times per month
June	4 times per month
July	4 times per month
August	4 times per month
September	3 times per month
October	2 times per month
November	2 times per month
December	2 times per month
January	2 times per month
Total Visits:	40 times per year

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE
BUILDING SERVICES DEPARTMENT
205 GOVERNMENT STREET
MOBILE, ALABAMA 36602

PROJECT NAME: SERVICE CONTRACT –VARIOUS CITY OF MOBILE
FACILITIES LANDSCAPING SERVICES

PROJECT NO.: SC-019-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Service Department and dated June 19, 2024; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: BUTLER COMPLETE SERVICES LLC

ADDRESS: 2808 Gaslight Ln East ,MOBILE, AL 36695 **PHONE** 251-591-7278

CITY OF MOBILE BUSINESS LICENSE NUMBER: 118803

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 872-343

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☐ (A Corporation)
☐ (A Partnership)
☒ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

1. BASE BID – LANDSCAPING SERVICES - As specified in Scope of Work outlined below:

Facility	Year 1	Year 2	Year 3	Total
Mobile Museum of Art				
Turf Maintenance	\$ 15,500.00	\$ 15,500.00	\$ 15,500.00	\$ 46,500.00
Shrub Bed Maintenance	\$ 4,290.00	\$ 4,290.00	\$ 4,290.00	\$ 12,870.00
Pine Straw Mulch	\$ 4,350.00	\$ 4,350.00	\$ 4,350.00	\$ 13,050.00
Tree Maintenance	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00
Landscape Health Maintenance	\$ 700.00	\$ 700.00	\$ 700.00	\$ 2,100.00
Total	\$ 27,840.00	\$ 27,840.00	\$ 27,840.00	\$ 83,520.00
Facility	Year 1	Year 2	Year 3	Total
Springhill Fire Sta. 18				
Turf Maintenance	\$ 145.00	\$ 145.00	\$ 145.00	\$ 435.00
Shrub Bed Maintenance	\$ 50.00	\$ 50.00	\$ 50.00	\$ 150.00
Pine Straw Mulch	\$ 150.00	\$ 150.00	\$ 150.00	\$ 450.00
Tree Maintenance	\$ 50.00	\$ 50.00	\$ 50.00	\$ 150.00
Landscape Health Maintenance	\$ 100.00	\$ 100.00	\$ 100.00	\$ 300.00
Total	\$ 495.00	\$ 495.00	\$ 495.00	\$ 1485.00
Facility	Year 1	Year 2	Year 3	Total
Crichton Fire Sta. 12				
Turf Maintenance	\$ 135.00	\$ 135.00	\$ 135.00	\$ 405.00
Shrub Bed Maintenance	\$ 45.00	\$ 45.00	\$ 45.00	\$ 135.00
Pine Straw Mulch	\$ 150.00	\$ 150.00	\$ 150.00	\$ 450.00
Tree Maintenance	\$ 50.00	\$ 50.00	\$ 50.00	\$ 150.00
Landscape	\$ 100.00	\$ 100.00	\$ 100.00	\$ 300.00

Health Maintenance				
Total	\$ 480.00	\$ 480.00	\$ 480.00	\$ 1440.00
Facility	Year 1	Year 2	Year 3	Total
Springhill Traffic Circle				
Turf Maintenance	N/A	N/A	N/A	N/A
Shrub Bed Maintenance	\$ 140.00	\$ 140.00	\$ 140.00	\$ 420.00
Pine Straw Mulch	\$ 200.00	\$ 200.00	\$ 200.00	\$ 600.00
Seasonal Plants	\$ 750.00	\$ 750.00	\$ 750.00	\$ 2250.00
Landscape Health Maintenance	\$ 200.00	\$ 200.00	\$ 200.00	\$ 600.00
Total	\$ 1290.00	\$ 1290.00	\$ 1290.00	\$ 3870.00

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Bid Amount (Total Year 1, Year 2, & Year 3):

Ninety Thousand three hundred fifteen dollars & 00/100 Dollars (\$90,315.00 . 00)
(Amount in Words) (Amount in #'s)

UNIT PRICING:

Additional Pine Straw Mulch, 1 Bale, Installed, per request: \$ 18.50 .00
Additional Turf Fertilizations, per request: \$ 350.00 .00
Additional Pre-Emergent Herbicide, per request: \$ 300.00 .00
Additional Turf Pesticide, per request: \$ 275.00 .00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

A. Regular time: Rate \$ 45.00 per hour.
(7a.m. to 5p.m., Monday-Friday)

B. Overtime Rate \$ 60.00 per hour.
(5p.m. to 7a.m., Monday-Friday and weekends)

C. Holiday Overtime Rate \$ 60.00 per hour.
(City Approved Holidays)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Parts/Material: for furnishing equipment, parts or other materials:

Service Contractor's Direct Cost plus **Fifteen (15%)**

* Direct cost shall be based on invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

2. BID INCLUDES:

Addendum Number 1, Dated 06/28/2024

Addendum Number , Dated

Addendum Number , Dated

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State, and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: CITY OF MOBILE

Company Address: 1900 HURTEL STREET

Telephone: 251-208-4122 Email: johnsond@cityofmobile.org

Type of Work: Right of way mowing, Landscape, lawn Maintenance, Irrigation

Date(s): 10 years

B. Reference #2:

Company Name: Mobile County Commission

Company Address: 205 Government Street South Tower 7th Floor

Telephone: 251-574-6447 Email: jim.stokley@mobilecountyal.gov

Type of Work: Lawn Maintenance, Tree work, Irrigation

Date(s): 4 years

C. Reference #3:

Company Name: Regal MotorcoachCompany Address: 3520 Government BlvdTelephone: 251-665-0554 Email: mike@southernbuildingstructure.comType of Work: Landscape, Lawn Maintenance, Tree work, IrrigationDate(s): 6 Years6. Questions to be answered by all vendors (regardless of whether intending to claim a Local Preference):

1. Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility.
EQUIPMENT WAREHOUSE- 4405 HALLS MILL RD UNIT E2 & E3 MOBILE, AL 36693
2. If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.
3. Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

Remainder of page intentionally left blank

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out the name. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Butler Complete Services LLC
(Typed)

BY: [Signature]
(Signature of Company Officer)

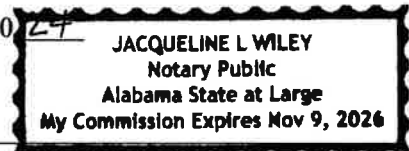
COMPANY OFFICER: James D Butler
(Typed)

TITLE owner
(Typed)

DATE July 9, 20 24

Sworn to and subscribed before me this July 9th day of 20 24

[Signature]
Notary Public



**My Commission Expires
November 9, 2026**

END OF SECTION



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# SC-019-24 Current Date 6.00 / 26.00 / 2024.00

Project Description Service Contract- Various COM Facilities- Landscape Services

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be
waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

CHAD HOLM
Requested By (Department Director)

Chad B. Holm
(Signature)

251-208-7519

Telephone Number

Building Services Project Manager

(Title)

(Date)

chad.holm@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Supplier Diversity Manager

(Title)

6.28.2024

(Date)

Approved By (CAO)



Alabama Secretary of State



Butler Complete Services LLC	
Entity ID Number	000 - 872 - 343
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	07/11/2021
Registered Agent Name	Butler, James D
Registered Office Street Address	2808 Gaslight Ln East Al, AL 36695
Registered Office Mailing Address	2808 Gaslight Ln East al, AL 36695
Nature of Business	
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	<u>2022</u>
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/11/2021 Certificate of Formation 3 pgs.

[Browse Results](#)[New Search](#)

Company ID Number: 1722021

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Butler Complete Services, LLC
Company Facility Address	2808 Gaslight Ln East Mobile, AL 36695
Company Alternate Address	2808 Gaslight Ln East Mobile, AL 36695
County or Parish	MOBILE
Employer Identification Number	871737327
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1722021

Approved by:

Employer Butler Complete Services, LLC	
Name (Please Type or Print) JAMES BUTLER	Title
Signature Electronically Signed	Date 08/01/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2024

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 Southern Shield Group, Inc. 11141 Hwy 31 Ste B Spanish Fort AL 36527		CONTACT NAME: Garry Bulman PHONE (A/C, No, Ext): (251) 725-9172 FAX (A/C, No): (251) 725-9173 E-MAIL ADDRESS: garry@southernshieldinsurance.com	
INSURED BUTLER COMPLETE SERVICES, LLC 2808 GASLIGHT LN E MOBILE AL 36695		INSURER(S) AFFORDING COVERAGE INSURER A: ACE PROP & CAS INS CO INSURER B: INTEGON NATL INS CO INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	D97155161	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	2007285786	01/10/2024	01/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	Y	D97155185	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 2,000,000
	CLAIMS-MADE						AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Mobile is included as an Additional Insured in respect to the General Liability, Automobile Liability and Umbrella Liability. All policies, except Workers Compensation shall be Primary and Non Contributory with any other insurance in force or which may be purchased by Additionally Insured. Waive of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30 days Notice of Cancellation, non renewal or material change shall apply (except 10 days)

Project Name: Landscapeservices@variouscityfacilities SC-019-24

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile Architectural Engineering Department PO Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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GENERAL CONDITIONS**1. GENERAL REQUIREMENTS:**

- A. The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. The Work:** The term “Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor’s obligations.
- D. The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor’s Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s

designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor’s technicians or workmen shall be qualified and have had sufficient education, training, and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

- J.** The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Service Contractor.
- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 4. CHANGES IN THE WORK:**
- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.
- 5. SCHEDULE:**
- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless

otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
 - 1) Payments shall be made monthly upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. SAFETY:

- A.** The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D.** If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after

discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

- E.** The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F.** In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- A.** The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
 - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
 - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
 - 4) Claims for damages insured by usual personal injury liability coverage;
 - 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 7) Claims for bodily injury or property damage arising out of completed operations; and
 - 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.
- B.** The Service Contractor shall take out and maintain during the life of the Contract

not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:

Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
b) Property Damage	\$1,000,000 each occurrence
c) Or Bodily Injury	\$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	\$1,000,000 each person
------------------	-------------------------

- | | | |
|-------------------------|--|-----------------------------|
| | | \$1,000,000 each occurrence |
| b) Property Damage | | \$1,000,000 each occurrence |
| c) Or Bodily Injury and | | \$1,000,000 combined single |
| | | limit Property Damage |
- 4) Excess/Umbrella Liability:
- a) \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.
- Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.
- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.
- 9. MISCELLANEOUS PROVISIONS:**
- A.** The Contract shall be governed by the law of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- E.** No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F.** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
- I.** Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J.** The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A.** The Owner may terminate the Contract for cause if the Service Contractor
 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper

equipment or materials; or

3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

- B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities – Landscaping Services
Project #SC-019-24

Date: June 28, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated June 19, 2024. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated June 26, 2024, and agenda are attached and form part of Addendum No. 1.
- Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.

END OF ADDENDUM NO. 1

MEETING	PROJECT	LOCATION	DATE
Pre-Bid Conference	Service Contract - Various City of Mobile Facilities - Landscaping Services - SC-019-24	Various	2024-06-26

ATLASFORMS\PROJECTSC-018-24 Attendance Roster Pre-Bid.xlsx

**Service Contract – Landscaping Services –
Various City of Mobile Facilities
Project # SC-019-24
PRE-BID CONFERENCE**

10:00am Wednesday, June 26, 2024
205 Government Street, Mobile, Alabama 36602

AGENDA

- 1) Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

- A. Introductions – Building Services Department, Project Manager
Chad Holm, 251-208-7519 office; chad.holm@cityofmobile.org
REAM Operations Manager
Jacob Laurence, 251-422-3312; laurencej@cityofmobile.org

2) Discussion of Scope of Work:

- A. The scope of this project is to:
- 1) Provide a Base Bid for furnishing all labor, materials, tools, supplies, equipment, miscellaneous fees, transportation, and other items as necessary for the performance and successful completion of Landscaping Services for various City of Mobile facilities, as directed by the City of Mobile, Building Services Department, as outlined in the Bid Documents, dated June 19, 2024.
- B. A City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
- C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule visits for repairs and shall secure the area of the site in which they are working.
- D. Site access shall be limited to work days agreed upon in advance by the Buildings Services Project Manager, or authorized site representative and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
- E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
- F. Work hours shall typically be 7am to 5pm. Seasonal exceptions may be requested and granted through the respective site manager and Building Services Project Manager.
- G. Upon coordination with the Building Services Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
- H. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for up to two (2) additional one-year terms following the initial year.

3) Bidding instructions, forms, special requirements and time:

- A. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to laurencej@cityofmobile.org.
- B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.
- C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
- D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids \$250,000 or more.
- E. Receipt of Sealed Bids shall be Wednesday, July 10, 2024, no later than 2:00 P.M., in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.

- F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

4) Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. On all documents: City of Mobile Business License, General; Contractors License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be exactly the same.

5) Payment requirements.

- a. Invoices for services rendered shall be submitted monthly by the Service Contractor monthly to the Building Services Department. Invoices shall be received no later than the 25th day of each month.

6) Adjourn.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Butler Complete Services for right of way mowing services on 14 roads in West Mobile annexed areas through 31 December 2024. See first page of contract for ROW list.

Amount of Contract:

At specific intervals and as needed at unit prices for @ total amount of \$80,000 through 31 Dec 2024

Funding Source

General fund 1004.2086.42070

ATTACHMENTS:

1. 2024 ButlerAnnex Agenda Package

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 6 August 2024
Date

Item No. _____

Submitted by: Public Services
Department

Marc Vassallo
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Shonnda Smith
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Right of Way Mowing - West Mobile Annexed Areas

PURPOSE & SCOPE OF PROJECT:

Contract with Butler Complete Services for right of way mowing services on 14 roads in West Mobile annexed areas through 31 December 2024. See first page of contract for ROW list.
General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed, at unit prices/cut per bid tab

FUNDING SOURCE:

Budget Item: 1004.2086.42070

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: @total \$79,100 thru 31Dec24

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 5891

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

How many bidders submitted bids (if applicable): 3

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 Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the Butler Complete Services, to provide right of way mowing services for various streets at specified intervals as needed in an approximate total amount of \$80,000.00, through 31 December 2024, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk

Service Contracts over \$15,000, subject to Ala. §41-16-50
et seq. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and BUTLER COMPLETE SERVICES, (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. The mowing of the streets below, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein. Term of this agreement shall be from the date of Council approval to December 31, 2024.

- BEAR FORK ROAD from Jarrett Road to Moffett Road
- CODY ROAD NORTH from just north of Gurley Road North to Deadend
- CODY ROAD SOUTH from Airport Boulevard to Cottage Hill Road
- COTTAGE HILL ROAD from Cody Road South to McFarland Road
- DAWES ROAD from Airport Boulevard to Jeff Hamilton (Clarke Road to just south of Walmart)
- DAWES SERVICE ROAD from Old Government Street to Kimberlin Dr North
- FOXFIRE DRIVE from Schillinger Road North to Deadend (unmaintained area only)
- GRELOT ROAD from Cody Road to Dawes Road
- HOWELLS FERRY ROAD from Cody Road to West of Schillinger
- LEROY STEVENS ROAD from (3470 Leroy Stevens to 3189 Leroy Stevens) to (2534 Leroy Stevens to Dawes Road)

- MCFARLAND ROAD from one block South of Cottage Hill West side only to Cottage hill just behind Publix
- OLD GOVERNMENT STREET RD from Dawes to Schillinger to 7540 Old Government Street East to Deadend
- SCHILLINGER ROAD SOUTH from Hitt Road to 3130 Schillinger Road
- SOLLIE ROAD from Airport Boulevard to South of Oakbriar Subdivision

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence
- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This

section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all providers performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

Butler Complete Service
2808 Gaslight in east
Mobile, AL 36695

ARTICLE 14. Compliance with Alabama Immigration Law

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

Rebecca Rowell, Its Manager (title)
On behalf of Provider
7/31/2024 Date

State of Alabama

Mobile County

I, Maria Theresa Mason, a Notary public in and for said County and State, hereby certify that Rebecca Rowell, whose name is known to me, acknowledged before me on this the 31st day of July, 2024, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Maria Theresa Mason

Notary Public

My Commission expires on April 29, 2025

CITY,

Its Mayor

Date

MARIA THERESA MASON
Notary Public
Alabama State at Large

ATTEST:

City Clerk

Date

EXHIBIT A

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:
07/03/2024	5891	PUBLIC SERVICES	As Directed

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

12:01 PM, Friday, July 19, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	RIGHT-OF-WAY MOWING SERVICES The City of Mobile is seeking bids for the mowing of City of Mobile Right-of-Ways as per the following and attached specifications. Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below. The City defines a mowing cycle (cycle) as having a street mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions. The following mowing pattern will be in place until december 31, 2024: - The following streets will be mowed on a 7-day cycle until October 1, where mowing will be done on request of the City until December 31, 2024: - Airport Boulevard - Grelot Road - Cottage Hill Road - Schillinger Road - All remaining streets on this bid will be mowed on a 21-day cycle until October 1, 2024, whereas the mowing will be done on an as-requested basis until December 31, 2024. The City's desire is to have all areas mowed between the award date and December 31, 2024. The mowing cycles will have all areas mowed on a 14-day cycle in May and during the month of October, changing to a 7-day cycle at the instruction of the City until October 31, 2024. Additional mowing may be required up to December 31, 2024. A mandatory pre-bid meeting will be held approximately 1 week before bid opening. Mandatory Pre-Bid meeting is scheduled for 9:30 am on Thursday, July 11, 2024, at 1900 Hurtel Street, Mobile, AL 36605.					
	Page 1 of 5					
			TOTAL			

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

Phone Number

Email Address butler.servicesllc@yahoo.com

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

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

Firm Name

Signature

Type or Print Name

Butler Complete Services LLC
[Signature]
James Butler

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 5 The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations. There is no guarantee on the number of cycles to be completed. Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used. Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile. The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass. In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation. Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded. If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required. Pricing is non-negotiable. THIS BID WILL BE AWARDED ON A PER STREET BASIS. The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following: -Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. -Their City of Mobile Business License Number. -Their registration with the E-Verify Program, Federal and State. -Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name

By

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

Butler Complete Services LLC

[Signature]

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 5 The following is required and must be filled in: Registration Number with Secretary of State Office <u>872-343</u> City of Mobile Business License Number <u>118803</u> E-Verify Enrollment Number <u>1722021</u> Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES ☒ NO ☐ Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning. City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment. The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations. Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle. If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled. The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding. City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved. City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected. When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following: The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted if spraying herbicide.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services LLC

By [Signature]

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 5 The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed. At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets. A bid bond is not required. Online Link to Maps of the areas to be mowed. https://cityofmobile.maps.argo.com/home/item.html?id=d2f67cd0333c4bbb9a0ccb4cc82d9bf6 All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to 12:01 PM, Friday, July 19, 2024. Any bids delivered after 12:01 PM, Friday, July 19, 2024. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to 12:01 PM, Friday, July 19, 2024, date for the bid. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Pricing for this bid to be good for the current mowing season to December 31, 2024. Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under Bid #5891. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications. This is a sealed bid; your response must be in a sealed envelope that has the Bid #5891 on the outside and/or with the date and time of the bid opening 12:01 PM, Friday, July 19, 2024.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services LLC
By [Signature]

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 5 Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. 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. The City reserves the right to award some, all, or none of the bids received on this bid. <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. For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org. TO BE AWARDED ON A PER STREET BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services LLC

By [Signature]

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

MAIN THOROUGHFARE MOWING CONTRACT STREETS

STREET	FROM	TO
AIRPORT BLVD	Public Safety Complex (W of Dawes Rd)	8080 Airport Blvd to begin County maintenance sign
*Mow median and South Side only. Airport Authority mows North Side		
	Price for one (1) mowing, trimming, and edging \$	NO BID
BEAR FORK ROAD	Jarrett Road	Moffett Road
	Price for one (1) mowing, trimming, and edging \$	875.00
CODY ROAD NORTH	Just north of Gurley Road North	Deadend
	Price for one (1) mowing, trimming, and edging \$	1,500.00
CODY ROAD SOUTH	Airport Boulevard	Cottage Hill Road
	Price for one (1) mowing, trimming, and edging \$	1,400.00
COTTAGE HILL ROAD	Cody Road South	McFarland Road
	Price for one (1) mowing, trimming, and edging \$	1,400.00
DAWES ROAD	Airport Boulevard	Jeff Hamilton (Clarke Rd to just south of Walmart)
	Price for one (1) mowing, trimming, and edging \$	1,100.00
DAWES SERVICE ROAD	Old Government Street	Kimberlin Drive North
	Price for one (1) mowing, trimming, and edging \$	750.00
FOXFIRE DRIVE	Schillinger Road North	Deadend (unmaintained area only)
	Price for one (1) mowing, trimming, and edging \$	750.00
GLIDER AVENUE	Dawes	Schillinger
	Price for one (1) mowing, trimming, and edging \$	1,000.00

STREET	FROM	TO
GRELOT ROAD	Cody	Dawes
	Price for one (1) mowing, trimming, and edging \$ 1,100.00	
HOWELLS FERRY ROAD	Cody Road	West of Schillinger
	Price for one (1) mowing, trimming, and edging \$ 850.00	
LEROY STEVENS ROAD	3470 Leroy Stevens to 3189 Leroy	2534 Leroy Stevens to Dawes Road
	Price for one (1) mowing, trimming, and edging \$ 750.00	
MCFARLAND ROAD	one block South of Cottage Hill West side only	Cottage Hill to just behind Publix
	Price for one (1) mowing, trimming, and edging \$ 700.00	
OLD GOVERNMENT ST RD	Dawes to Schillinger	7540 Old Government St E to Deadend
	Price for one (1) mowing, trimming, and edging \$ 600.00	
SCHILLINGER ROAD NORTH	Zeigler Boulevard	1900 Schillinger Road North
	Price for one (1) mowing, trimming, and edging \$ 2800.00	
SCHILLINGER ROAD SOUTH	Hitt Road	3130 Schillinger
	Price for one (1) mowing, trimming, and edging \$ 1500.00	
SOLLIE ROAD	Airport Boulevard	South of Oakbriar Subdivision
	Price for one (1) mowing, trimming, and edging \$ 1500.00	
YORKHAVEN ROAD	7991 Yorkhaven Road	Schillinger
	Price for one (1) mowing, trimming, and edging \$ 900.00	

City of Mobile
Main Thoroughfare Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
 - Bahia – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
 - St. Augustine – 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
 - Specified areas – 4" for Springhill Ave, Hwy 90 at Azalea Golf Course, Old Shell Rd – west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard – adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road))
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

String Trimming

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- Vegetation growing in expansion joints, cracks, etc. shall be removed
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

Edging

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Litter

- Any manmade object as large as a cigarette butt shall be considered litter

Herbicides (If applied by contractor)

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide/Herbicide Application Sheet must be kept and submitted for each cycle and upon request

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide/Herbicide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- **This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion.**

- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a non-selective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of herbicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a “competent person” at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
 - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
 - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV’s or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
 - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a “slow moving vehicle” placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill

- If a Contractor will be applying herbicide, contractor shall have a the appropriate License or be authorized to apply herbicides under a licensed applicator.
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy



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)

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2024

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 Acentria Insurance - Rushing Pensacola 104 W Romana St Pensacola FL 32502	CONTACT NAME: Meredith Moseley PHONE (A/C, No, Ext): 850-476-3745 FAX (A/C, No): 850-497-6515 E-MAIL ADDRESS: mmoseley@rushinginsurance.com
INSURED Butler Complete Services LLC 2808 Gaslight Lane East Mobile AL 36695	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
BUTLCOM-01	NAIC # 22667

COVERAGES**CERTIFICATE NUMBER:** 156105787**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 Y	N/A	WC-100-0020340-2024A	1/1/2024	1/1/2025	X 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)

CERTIFICATE HOLDER**CANCELLATION**City of Mobile - Purchasing
P. O Box 1827
Mobile AL 36633-1827

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2024

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 Southern Shield Group, Inc. 11141 Hwy 31 Ste B Spanish Fort AL 36527		CONTACT NAME: Garry Bulman PHONE (A/C, No, Ext): (251) 725-9172 E-MAIL: garry@southernshieldinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE PROP & CAS INS CO INSURER B: INTEGON NATL INS CO INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 20699 29742
INSURED BUTLER COMPLETE SERVICES, LLC 2808 GASLIGHT LN E MOBILE AL 36695		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	D97155161	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	2007285786	01/10/2024	01/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE	Y	Y	D97155185	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Mobile is included as an Additional Insured in respect to the General Liability, Automobile Liability and Umbrella Liability. All policies, except Workers Compensation shall be Primary and Non Contributory with any other insurance in force or which may be purchased by Additionally Insured. Waive of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30 days Notice of Cancellation, non renewal or material change shall apply (except 10 days)

CERTIFICATE HOLDER**CANCELLATION**CITY OF MOBILE
PO BOX 1827

MOBILE

AL 36633-1827

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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EXHIBIT C

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BUTLER COMPLETE SERVICES, LLC T6
2808 GASLIGHT LANE EAST
MOBILE AL 36695

YEAR	LICENSE NO.
2024	118803
ISSUED	EXPIRES
2/9/2024	12/31/2024

561730 LAWN AND GARDEN SERVICE(S)

Mauria P. King

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



BUTLER COMPLETE SERVICES, LLC
2808 GASLIGHT LN E
MOBILE, AL 36695-3106

8 T5 P3056



STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

1. THE NAME OF THE LIMITED LIABILITY COMPANY

Butler Complete Services LLC

2. THIS FORM WAS PREPARED BY:

James Butler

3. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

**James D Butler
2808 Gaslight In East
AI, AL 36695
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.

5. CHECK ONLY IF THE TYPE APPLIES TO THE LIMITED LIABILITY COMPANY BEING FORMED:

- ☐ NON-PROFIT LLC
- ☐ NON-PROFIT SERIES LLC
- ☐ PROFESSIONAL SERIES LLC
- ☐ PROFESSIONAL LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 8
- ☐ SERIES LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 11

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State
872-343 DLL
Date 07/11/2021
Time 10:00:00
File \$100.00
County \$100.00
Exp \$0.00

Total \$200.00

EXHIBIT D

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Butler Complete Services, LLC
Company Facility Address	2808 Gaslight Ln East Mobile, AL 36695
Company Alternate Address	2808 Gaslight Ln East Mobile, AL 36695
County or Parish	MOBILE
Employer Identification Number	871737327
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Approved by:

Employer Butler Complete Services, LLC	
Name (Please Type or Print) JAMES BUTLER	Title
Signature Electronically Signed	Date 08/01/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

BID TABULATION FOR BID 5891

RIGHT-OF-WAY MOWING SERVICES

	HUGHES 360	BEST PRICE SERV	BUTLER COMPLETE
AIRPORT BLVD	\$1,500.00	\$2,735.00	NB
BEAR FORK ROAD	\$2,850.00	\$2,860.00	\$875.00
CODY ROAD NORTH	\$3,000.00	\$2,000.00	\$1,500.00
CODY ROAD SOUTH	\$3,400.00	\$2,875.00	\$1,400.00
COTTAGE HILL ROAD	\$3,000.00	\$2,900.00	\$1,400.00
DAWES ROAD	\$2,000.00	\$2,860.00	\$1,100.00
DAWES SERVICE ROAD	\$1,000.00	\$1,800.00	\$750.00
FOXFIRE DRIVE	\$850.00	\$3,700.00	\$750.00
GLIDER AVENUE	\$750.00	\$1,600.00	\$1,000.00
GRELOT ROAD	\$2,450.00	\$4,000.00	\$1,100.00
HOWELLS FERRY ROAD	\$2,950.00	\$3,000.00	\$850.00
LEROY STEVENS ROAD	\$2,000.00	\$2,800.00	\$750.00
MCFARLAND ROAD	\$1,250.00	\$2,000.00	\$700.00
OLD GOVERNMENT ST RD	\$1,500.00	\$1,800.00	\$600.00
SCHILLINGER ROAD NORTH	\$2,500.00	\$2,500.00	\$2,800.00
SCHILLINGER ROAD NORTH (TIE BREAKER)	\$2,245.00	\$1,950.00	
SCHILLINGER ROAD SOUTH	\$4,500.00	\$3,000.00	\$1,500.00
SOLLIE ROAD	\$2,850.00	\$3,200.00	\$1,500.00
YORKHAVEN ROAD	\$900.00	\$3,200.00	\$900.00
YORKHAVEN ROAD (TIE BREAKER)	\$750.00	\$750.00	\$1,625.00



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Hughes 360 Services LLC for right of way mowing services on 3 roads in West Mobile annexed areas through 31 December 2024. See first page of contract for ROW list.

Amount of Contract:

At unit prices per cut, total approx \$20,000 through 31Dec2024

Funding Source

General fund 1004.2086.42070

ATTACHMENTS:

1. 2024 Hughes360Annex Agenda Package

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 6 August 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: Right of Way Mowing - West Mobile Annexed Areas

PURPOSE & SCOPE OF PROJECT:

Contract with Hughes 360 Services LLC for right of way mowing services on 3 roads in West Mobile annexed areas through 31 December 2024. See first page of contract for ROW list.
General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed, at unit prices/cut per bid tab

FUNDING SOURCE:

Budget Item: 1004.2086.42070

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: @total \$19,500 thru 31Dec24

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 5891

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

How many bidders submitted bids (if applicable): 3

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 Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the Hughes 360 Services LLC, to provide right of way mowing services for various streets at specified intervals as needed in an approximate total amount of \$20,000.00, through 31 December 2024, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk

Service Contracts over \$15,000, subject to Ala. §41-16-50
et seq. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and HUGHES 360 SERVICES LLC, (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. The mowing of the streets below, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein. Term of this agreement shall be from the date of Council approval to December 31, 2024.

- AIRPORT BLVD from Public Safety Complex (West of Dawes Road) to 8080 Airport Boulevard to begin County Maintenance Sign
 - *mow median and South Side only. Airport Authority mows North Side
- GLIDER AVENUE from Dawes Road to Schillinger Road
- YORKHAVEN ROAD from 7991 Yorkhaven Road to Schillinger Road

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence

- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all providers performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

OR

P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

Hughes 360 Services LLC
203 N Florida St
Mobile, AL 36607

ARTICLE 14. Compliance with Alabama Immigration Law

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

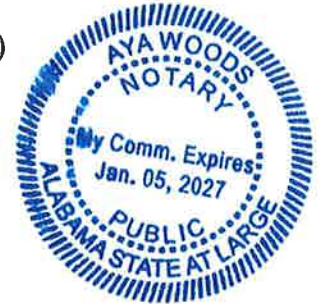
By signing this contract, Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

Ernest Hughes Jr., Its Owner (title)
On behalf of Provider
7/31/24 Date



State of Alabama

Mobile County

I, Aya Woods, a Notary public in and for said County and State, hereby certify that Ernest Hughes Jr., whose name is known to me, acknowledged before me on this the 31 day of July, 2024, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Aya Woods
Notary Public
My Commission expires on: 01/05/2027

CITY,

Its Mayor

Date

ATTEST:

City Clerk

Date

EXHIBIT A

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:
07/02/2024	5891	PUBLIC SERVICES	As Directed

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

12:01 PM, Friday, July 19, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	RIGHT-OF-WAY MOWING SERVICES The City of Mobile is seeking bids for the mowing of City of Mobile Zeigler Boulevard Right-of-Ways as per the following and attached specifications. Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below. The City defines a mowing cycle (cycle) as having a street mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions. The following mowing pattern will be in place until december 31, 2024: • The following streets will be mowed on a 7-day cycle until October 1, where mowing will be done on request of the City until December 31, 2024: • Airport Boulevard • Grelot Road • Cottage Hill Road • Schillinger Road • All remaining streets on this bid will be mowed on a 21 day cycle until October 1, 2024, whereas the mowing will be done on an as-requested basis until December 31, 2024. The City’s desire is to have all areas mowed between the award date and December 31, 2024. The mowing cycles will have all areas mowed on a 14-day cycle in May and during the month of October, changing to a 7-day cycle at the instruction of the City until October 31, 2024. Additional mowing may be required up to December 31, 2024. A mandatory pre-bid meeting will be held approximately 1 week before bid opening. Mandatory Pre-Bid meeting is scheduled for 9:30 am on Thursday, July 11, 2024, at 1900 Hurtel Street, Mobile, AL 36605.					
			TOTAL			

Page 1 of 5

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

Phone Number 251-510-3772

Email Address 203 N Florida Street Mobile, AL 36607

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

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

Firm Name Hughes 360 Services, LLC.

Signature Ernest Hughes Jr.

Type or Print Name Ernest Hughes Jr.

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 2 of 15

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 5 The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations. There is no guarantee on the number of cycles to be completed. Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used. Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile. The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass. In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation. Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded. If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required. Pricing is non-negotiable. THIS BID WILL BE AWARDED ON A PER STREET BASIS. The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following: -Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. -Their City of Mobile Business License Number. -Their registration with the E-Verify Program, Federal and State. -Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Hughes 360 Services, LLC.

By Ernest Hughes Jr

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

BID CONTINUATION SHEET

Page 3 of 15

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 5 The following is required and must be filled in: Registration Number with Secretary of State Office <u>000-395-591</u> City of Mobile Business License Number <u>113173</u> E-Verify Enrollment Number <u>952551</u> Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES ☒ NO ☐ Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning. City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment. The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations. Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle. If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled. The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding. City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved. City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected. When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following: The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted if spraying herbicide.					
			TOTAL			

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BID CONTINUATION SHEET

Page 4 of 15

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 5 The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed. At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets. A bid bond is not required. Online Link to Maps of the areas to be mowed. https://cityofmobile.maps.arkis.com/home/item.html?id=d2f67cd0333c4bbb9a0ccb4cc82d9bf6 All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>12:01 PM, Friday, July 19, 2024.</u> Any bids delivered after <u>12:01 PM, Friday, July 19, 2024.</u> It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to <u>12:01 PM, Friday, July 19, 2024,</u> date for the bid. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Pricing for this bid to be good for the current mowing season to <u>December 31, 2024.</u> Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under <u>Bid #5891.</u> It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications. This is a sealed bid; your response must be in a sealed envelope that has the <u>Bid #5891</u> on the outside and/or with the date and time of the bid opening <u>12:01 PM, Friday, July 19, 2024.</u>					
			TOTAL			

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BID CONTINUATION SHEET

Page 5 of 15

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 5 Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. 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. The City reserves the right to award some, all, or none of the bids received on this bid. <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. For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org. TO BE AWARDED ON A PER STREET BASIS.					
			TOTAL			

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Firm Name Hughes 360 Services, LLC.

By Ernest Hughes Jr.

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

MAIN THOROUGHFARE MOWING CONTRACT STREETS

STREET	FROM	TO
AIRPORT BLVD	Public Safety Complex (W of Dawes Rd)	8080 Airport Blvd to begin County maintenance sign
*Mow median and South Side only. Airport Authority mows North Side		
	Price for one (1) mowing, trimming, and edging \$ <u>1,500.00</u>	
BEAR FORK ROAD	Jarrett Road	Moffett Road
	Price for one (1) mowing, trimming, and edging \$ <u>2,850.00</u>	
CODY ROAD NORTH	Just north of Gurley Road North	Deadend
	Price for one (1) mowing, trimming, and edging \$ <u>3,000.00</u>	
CODY ROAD SOUTH	Airport Boulevard	Cottage Hill Road
	Price for one (1) mowing, trimming, and edging \$ <u>3,400.00</u>	
COTTAGE HILL ROAD	Cody Road South	McFarland Road
	Price for one (1) mowing, trimming, and edging \$ <u>3,000.00</u>	
DAWES ROAD	Airport Boulevard	Jeff Hamilton (Clarke Rd to just south of Walmart)
	Price for one (1) mowing, trimming, and edging \$ <u>2,000.00</u>	
DAWES SERVICE ROAD	Old Government Street	Kimberlin Drive North
	Price for one (1) mowing, trimming, and edging \$ <u>1,000.00</u>	
FOXFIRE DRIVE	Schillinger Road North	Deadend (unmaintained area only)
	Price for one (1) mowing, trimming, and edging \$ <u>850.00</u>	
GLIDER AVENUE	Dawes	Schillinger
	Price for one (1) mowing, trimming, and edging \$ <u>750.00</u>	

STREET	FROM	TO
GRELOT ROAD	Cody	Dawes
	Price for one (1) mowing, trimming, and edging \$ <u>2,450.00</u>	
HOWELLS FERRY ROAD	Cody Road	West of Schillinger
	Price for one (1) mowing, trimming, and edging \$ <u>2,950.00</u>	
LEROY STEVENS ROAD	3470 Leroy Stevens to 3189 Leroy	2534 Leroy Stevens to Dawes Road
	Price for one (1) mowing, trimming, and edging \$ <u>2,000.00</u>	
MC FARLAND ROAD	one block South of Cottage Hill West side only	Cottage Hill to just behind Publix
	Price for one (1) mowing, trimming, and edging \$ <u>1,250.00</u>	
OLD GOVERNMENT ST RD	Dawes to Schillinger	7540 Old Government St E to Deadend
	Price for one (1) mowing, trimming, and edging \$ <u>1,500.00</u>	
SCHILLINGER ROAD NORTH	Zeigler Boulevard	1900 Schillinger Road North
	Price for one (1) mowing, trimming, and edging \$ <u>2,500.00</u>	
SCHILLINGER ROAD SOUTH	Hitt Road	3130 Schillinger
	Price for one (1) mowing, trimming, and edging \$ <u>4,500.00</u>	
SOLLIE ROAD	Airport Boulevard	South of Oakbriar Subdivision
	Price for one (1) mowing, trimming, and edging \$ <u>2,850.00</u>	
YORKHAVEN ROAD	7991 Yorkhaven Road	Schillinger
	Price for one (1) mowing, trimming, and edging \$ <u>900.00</u>	

City of Mobile
Main Thoroughfare Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
 - Bahia – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
 - St. Augustine – 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
 - Specified areas – 4" for Springhill Ave, Hwy 90 at Azalea Golf Course, Old Shell Rd – west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard – adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road)
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

String Trimming

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- **Vegetation growing in expansion joints, cracks, etc. shall be removed**
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

Edging

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Litter

- Any manmade object as large as a cigarette butt shall be considered litter

Herbicides (If applied by contractor)

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide/Herbicide Application Sheet must be kept and submitted for each cycle and upon request

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide/Herbicide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- **This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion.**

- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a non-selective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of herbicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a “competent person” at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
 - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
 - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV’s or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
 - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a “slow moving vehicle” placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill

- If a Contractor will be applying herbicide, contractor shall have a the appropriate License or be authorized to apply herbicides under a licensed applicator.
- Failure to comply with safety Issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy



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)

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2024

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 Thompson Insurance, Inc. PO Box 11408 Montgomery AL 36111	CONTACT NAME: Harrison Hawke/Rachel Sharpton	
	PHONE (A/C, No, Ext): 334-694-5862 FAX (A/C, No): 334-271-0491	
	E-MAIL ADDRESS: r.sharpton@thomins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FCCI Insurance Group	10178
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1791446472 **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 ☒ PROJECT ☒ LOC ☐ OTHER:			CPP100092380	5/7/2024	5/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CA100092381	5/7/2024	5/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile AL 36333

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT C



Alabama Secretary of State



Hughes 360 Services, LLC	
Entity ID Number	000-395-591
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	07/03/2017
Registered Agent Name	HUGHES, ERNEST A JR.
Registered Office Street Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Registered Office Mailing Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Nature of Business	
Annual Reports	
Report Year	2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/10/2017 Certificate of Formation 3 pgs.
Document Date / Type / Pages	06/14/2019 Articles of Amendment 2 pgs.

[Browse Results](#)
[New Search](#)

Business Accounts Inquiry [City of Mobile]

JP

X

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Excel

Word

Word

Email

Email

Refresh

Schedule

4

Attach

Signal

Notify

Map

Map

Q

Query Name

L

Licenses

M

Mass Charges

Business Accounts Inquiry [City of Mobile]

Mail/Development

Location203 NORTH FLORIDA STREET
MOBILE AL 36607

Area

CITY

Type

LLC

Parcel ID01506472

Seq: 0

Clear Loc

Square Feet

Last maint

12/1

Location Descr

P/P ID0

Last audit

SourceMunis

Assoc business

Business Info

NAICS/SIC

Contact Info

Text/Comments

Other

Facility

User Defined

Business Owner31103

HUGHES 360 SERVICES LLC

DBA * HUGHES 360 SERVICES LLC

License CIDs

R/E Owner467986

HUGHES ERNEST & MONICA

Agent/Operator31104

UNIQUE CONNECT ID

2 of 3 |< < > >| Query businesses by name.

EXHIBIT D



Company ID Number: 952551

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hughes 360 Services, LLC.
Company Facility Address	203 N Florida Street Mobile, AL 36607
Company Alternate Address	1794 Princeton Woods Dr West MOBILE, AL 36618
County or Parish	MOBILE
Employer Identification Number	842010829
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

BID TABULATION FOR BID 5891

RIGHT-OF-WAY MOWING SERVICES

	HUGHES 360	BEST PRICE SERV	BUTLER COMPLETE
AIRPORT BLVD	\$1,500.00	\$2,735.00	NB
BEAR FORK ROAD	\$2,850.00	\$2,860.00	\$875.00
CODY ROAD NORTH	\$3,000.00	\$2,000.00	\$1,500.00
CODY ROAD SOUTH	\$3,400.00	\$2,875.00	\$1,400.00
COTTAGE HILL ROAD	\$3,000.00	\$2,900.00	\$1,400.00
DAWES ROAD	\$2,000.00	\$2,860.00	\$1,100.00
DAWES SERVICE ROAD	\$1,000.00	\$1,800.00	\$750.00
FOXFIRE DRIVE	\$850.00	\$3,700.00	\$750.00
GLIDER AVENUE	\$750.00	\$1,600.00	\$1,000.00
GRELOT ROAD	\$2,450.00	\$4,000.00	\$1,100.00
HOWELLS FERRY ROAD	\$2,950.00	\$3,000.00	\$850.00
LEROY STEVENS ROAD	\$2,000.00	\$2,800.00	\$750.00
MCFARLAND ROAD	\$1,250.00	\$2,000.00	\$700.00
OLD GOVERNMENT ST RD	\$1,500.00	\$1,800.00	\$600.00
SCHILLINGER ROAD NORTH	\$2,500.00	\$2,500.00	\$2,800.00
SCHILLINGER ROAD NORTH (TIE BREAKER)	\$2,245.00	\$1,950.00	
SCHILLINGER ROAD SOUTH	\$4,500.00	\$3,000.00	\$1,500.00
SOLLIE ROAD	\$2,850.00	\$3,200.00	\$1,500.00
YORKHAVEN ROAD	\$900.00	\$3,200.00	\$900.00
YORKHAVEN ROAD (TIE BREAKER)	\$750.00	\$750.00	\$1,625.00



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Contract with Best Price Services LLC for right of way mowing services on Schillinger Road North through 31 December 2024.

Amount of Contract:

As needed at unit prices, approx total of \$17,550 through 31 Dec 2024

Funding Source

General fund. 1004.2086.42070

ATTACHMENTS:

1. 2024 BestPriceAnnex Agenda Package

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 6 August 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: Right of Way Mowing - Schillinger Road North- BestPriceServicesLLC

PURPOSE & SCOPE OF PROJECT:

Contract with Best Price Services LLC for right of way mowing services on Schillinger Road North
through 31 December 2024.
General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed, at unit prices/cut per bid tab

FUNDING SOURCE:

Budget Item: 1004.2086.42070

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: @total \$17,550 thru 31Dec24

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 5891

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

How many bidders submitted bids (if applicable): 3

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 Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the Best Price Services LLC, to provide right of way mowing services for Schillinger Road North at specified intervals as needed in an approximate total amount of \$18,000.00, through 31 December 2024, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk

Service Contracts over \$15,000, subject to Ala. §41-16-50
et seq. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and BEST PRICE SERVICES LLC, (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. The mowing of the streets below, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein. Term of this agreement shall be from the date of Council approval to December 31, 2024.

- SCHILLINGER ROAD NORTH from Zeigler Boulevard to 1900 Schillinger Road North

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined – \$500,000 per occurrence

- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – \$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all providers performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

OR

P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

7057 Forest Glen Ct
IRVINGTON AL
36544

ARTICLE 14. Compliance with Alabama Immigration Law

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

Anthony B. Richardson, Its owner (title)
On behalf of Provider
6-31-2024 Date

State of Alabama

Mobile County

I, Autumn Dexter, a Notary public in and for said County and State, hereby certify that Anthony Richardson whose name is known to me, acknowledged before me on this the 31 day of July, 2024, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Autumn Dexter
Notary Public

My Commission expires on: 12/08/2024

CITY,

Its Mayor

Date

ATTEST:

City Clerk

Date



EXHIBIT A

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Purchasing Department
and Package Delivery:

This is Not an Order

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

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

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:
07/03/2024	5891	PUBLIC SERVICES	As Directed

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

12:01 PM, Friday, July 19, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	RIGHT-OF-WAY MOWING SERVICES The City of Mobile is seeking bids for the mowing of City of Mobile Right-of-Ways as per the following and attached specifications. Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below. The City defines a mowing cycle (cycle) as having a street mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions. The following mowing pattern will be in place until december 31, 2024: - The following streets will be mowed on a 7-day cycle until October 1, where mowing will be done on request of the City until December 31, 2024: - Airport Boulevard - Grelot Road - Cottage Hill Road - Schillinger Road - All remaining streets on this bid will be mowed on a 21-day cycle until October 1, 2024, whereas the mowing will be done on an as-requested basis until December 31, 2024. The City's desire is to have all areas mowed between the award date and December 31, 2024. The mowing cycles will have all areas mowed on a 14-day cycle in May and during the month of October, changing to a 7-day cycle at the instruction of the City until October 31, 2024. Additional mowing may be required up to December 31, 2024. A mandatory pre-bid meeting will be held approximately 1 week before bid opening. Mandatory Pre-Bid meeting is scheduled for 9:30 am on Thursday, July 11, 2024, at 1900 Hurtel Street, Mobile, AL 36605.					
	Page 1 of 5					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name Best Price Services, LLC

Signature Anthony Richardson

Type or Print Name Anthony Richardson

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 5 The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations. There is no guarantee on the number of cycles to be completed. Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used. Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile. The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass. In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation. Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded. If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required. Pricing is non-negotiable. THIS BID WILL BE AWARDED ON A PER STREET BASIS. The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following: -Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. -Their City of Mobile Business License Number. -Their registration with the E-Verify Program, Federal and State. -Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC
By [Signature]

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 5 The following is required and must be filled in: Registration Number with Secretary of State Office <u>316-222</u> City of Mobile Business License Number <u>80325</u> E-Verify Enrollment Number <u>804918</u> Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES ☒ NO ☐ Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning. City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment. The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations. Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle. If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled. The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding. City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved. City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected. When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following: The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted if spraying herbicide.					
	TOTAL					

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC
By [Signature]

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto. Page 4 of 5 The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed. At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets. A bid bond is not required. Online Link to Maps of the areas to be mowed. https://cityofmobile.maps.argis.com/home/item.html?id=d2f67cd0333c4bbb9a0ccb4cc82d9bf6 All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to 12:01 PM, Friday, July 19, 2024. Any bids delivered after 12:01 PM, Friday, July 19, 2024. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to 12:01 PM, Friday, July 19, 2024, date for the bid. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Pricing for this bid to be good for the current mowing season to December 31, 2024. Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under Bid #5891. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications. This is a sealed bid; your response must be in a sealed envelope that has the Bid #5891 on the outside and/or with the date and time of the bid opening 12:01 PM, Friday, July 19, 2024.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Value Services, LLC
By [Signature]

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 5 Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. 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. The City reserves the right to award some, all, or none of the bids received on this bid. <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. For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org. TO BE AWARDED ON A PER STREET BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [Signature]

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

MAIN THOROUGHFARE MOWING CONTRACT STREETS

STREET	FROM	TO
AIRPORT BLVD	Public Safety Complex (W of Dawes Rd)	8080 Airport Blvd to begin County maintenance sign
*Mow median and South Side only. Airport Authority mows North Side		
	Price for one (1) mowing, trimming, and edging \$	2,735.00
BEAR FORK ROAD	Jarrett Road	Moffett Road
	Price for one (1) mowing, trimming, and edging \$	2,860.00
CODY ROAD NORTH	Just north of Gurley Road North	Deadend
	Price for one (1) mowing, trimming, and edging \$	2,000.00
CODY ROAD SOUTH	Airport Boulevard	Cottage Hill Road
	Price for one (1) mowing, trimming, and edging \$	2,875.00
COTTAGE HILL ROAD	Cody Road South	McFarland Road
	Price for one (1) mowing, trimming, and edging \$	2,900.00
DAWES ROAD	Airport Boulevard	Jeff Hamilton (Clarke Rd to just south of Walmart)
	Price for one (1) mowing, trimming, and edging \$	2,860.00
DAWES SERVICE ROAD	Old Government Street	Kimberlin Drive North
	Price for one (1) mowing, trimming, and edging \$	1,800.00
FOXFIRE DRIVE	Schillinger Road North	Deadend (unmaintained area only)
	Price for one (1) mowing, trimming, and edging \$	3,700.00
GLIDER AVENUE	Dawes	Schillinger
	Price for one (1) mowing, trimming, and edging \$	1,600.00

STREET	FROM	TO
GRELOT ROAD	Cody	Dawes
	Price for one (1) mowing, trimming, and edging \$ 4,000.00	
HOWELLS FERRY ROAD	Cody Road	West of Schillinger
	Price for one (1) mowing, trimming, and edging \$ 3,000.00	
LEROY STEVENS ROAD	3470 Leroy Stevens to 3189 Leroy	2534 Leroy Stevens to Dawes Road
	Price for one (1) mowing, trimming, and edging \$ 2,800.00	
MCFARLAND ROAD	one block South of Cottage Hill West side only	Cottage Hill to just behind Publix
	Price for one (1) mowing, trimming, and edging \$ 2,000.00	
OLD GOVERNMENT ST RD	Dawes to Schillinger	7540 Old Government St E to Deadend
	Price for one (1) mowing, trimming, and edging \$ 1,800.00	
SCHILLINGER ROAD NORTH	Zeigler Boulevard	1900 Schillinger Road North
	Price for one (1) mowing, trimming, and edging \$ 2,500.00	
SCHILLINGER ROAD SOUTH	Hitt Road	3130 Schillinger
	Price for one (1) mowing, trimming, and edging \$ 3,000.00	
SOLLIE ROAD	Airport Boulevard	South of Oakbriar Subdivision
	Price for one (1) mowing, trimming, and edging \$ 3,200.00	
YORKHAVEN ROAD	7991 Yorkhaven Road	Schillinger
	Price for one (1) mowing, trimming, and edging \$ 3,200.00	

City of Mobile
Main Thoroughfare Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
 - Bahia – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
 - St. Augustine – 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
 - Specified areas – 4" for Springhill Ave, Hwy 90 at Azalea Golf Course, Old Shell Rd – west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard – adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road))
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

String Trimming

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- Vegetation growing in expansion joints, cracks, etc. shall be removed
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

Edging

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Litter

- Any manmade object as large as a cigarette butt shall be considered litter

Herbicides (If applied by contractor)

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide/Herbicide Application Sheet must be kept and submitted for each cycle and upon request

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide/Herbicide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- **This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion.**

- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a non-selective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of herbicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a “competent person” at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
 - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
 - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV’s or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
 - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a “slow moving vehicle” placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill

- **If a Contractor will be applying herbicide, contractor shall have a the appropriate License or be authorized to apply herbicides under a licensed applicator.**
- **Failure to comply with safety issues may result in contract termination.**
- **Contractor shall notify the City of Mobile of any Incidents reported to them**
- **Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy**



ADDENDUM

July 3, 2024

RE: City of Mobile Bid #5891 RIGHT-OF-WAY MOWING SERVICES

Please consider the following to be Addendum to City of Mobile Bid #5891 for Right-of-Way Mowing Services.

REMOVE

Please remove from bid #5891 any references to the mowing of Zeigler Boulevard.

Zeigler Boulevard is not included in this bid.

This bid consists of 18 other streets or locations.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile
JP/en



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)

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/24/2024

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 NavSav Holdings, LLC 6250 Delaware Street Suite B Beaumont, TX 77706	CONTACT NAME: Tonya Taylor	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED BEST PRICE SERVICES, LLC 7057 FOREST GLENN COURT IRVINGTON, AL 36544	E-MAIL ADDRESS: TonyaTaylor@navsav.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Western World Insurance Co.	
	INSURER B: Nationwide General Ins. Co.	
	INSURER C: Wesco Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		NPP8985889	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			2006928824-05	9/11/2023	9/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3584990	5/24/2024	5/24/2025	☒ 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)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

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

Elicia Gill

EXHIBIT C

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

**BEST PRICE SERVICES LLC T4
7057 FOREST GLENN CT
IRVINGTON, AL 36544**

<u>YEAR</u>	<u>LICENSE NO</u>
2024	80325
<u>ISSUED</u>	<u>EXPIRES</u>
6/28/2024	12/31/2024

**238990 CONSTRUCTION-SUB CONTRACTOR
561730 LAWN AND GARDEN SERVICE(S)**

Mauria P. King

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

**RICHARDSON, ANTHONY T4
7057 FOREST GLENN CT
IRVINGTON AL 36544**

Jim Bennett
Secretary of State

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

STATE OF ALABAMA

**I, Jim Bennett, 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:

BEST PRICE LAWN SERVICES LLC

This name reservation is for the exclusive use of ANTHONY RICHARDSON,
7057 FOREST GLEN COURT, IRVINGTON, AL 36544 for a period of one year
beginning August 08, 2014 and expiring August 08, 2015



RES664922

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

August 08, 2014

Date

Jim Bennett

Secretary of State

Alabama
Sec. of State

New Entity

316-222 DLL
Date 8/20/2014
Time 17:00
140822 4 Pg

File \$100.00
Ackn. \$0.00
Exp. \$0.00

Total \$100.00
01/014

EXHIBIT D

Company ID Number: 804918

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Best Price Services LLC
Company Facility Address	7057 Forest Glenn Ct Irvington, AL 36544
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	473927306
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

BID TABULATION FOR BID 5891

RIGHT-OF-WAY MOWING SERVICES

	HUGHES 360	BEST PRICE SERV	BUTLER COMPLETE
AIRPORT BLVD	\$1,500.00	\$2,735.00	NB
BEAR FORK ROAD	\$2,850.00	\$2,860.00	\$875.00
CODY ROAD NORTH	\$3,000.00	\$2,000.00	\$1,500.00
CODY ROAD SOUTH	\$3,400.00	\$2,875.00	\$1,400.00
COTTAGE HILL ROAD	\$3,000.00	\$2,900.00	\$1,400.00
DAWES ROAD	\$2,000.00	\$2,860.00	\$1,100.00
DAWES SERVICE ROAD	\$1,000.00	\$1,800.00	\$750.00
FOXFIRE DRIVE	\$850.00	\$3,700.00	\$750.00
GLIDER AVENUE	\$750.00	\$1,600.00	\$1,000.00
GRELOT ROAD	\$2,450.00	\$4,000.00	\$1,100.00
HOWELLS FERRY ROAD	\$2,950.00	\$3,000.00	\$850.00
LEROY STEVENS ROAD	\$2,000.00	\$2,800.00	\$750.00
MCFARLAND ROAD	\$1,250.00	\$2,000.00	\$700.00
OLD GOVERNMENT ST RD	\$1,500.00	\$1,800.00	\$600.00
SCHILLINGER ROAD NORTH	\$2,500.00	\$2,500.00	\$2,800.00
SCHILLINGER ROAD NORTH (TIE BREAKER)	\$2,245.00	\$1,950.00	
SCHILLINGER ROAD SOUTH	\$4,500.00	\$3,000.00	\$1,500.00
SOLLIE ROAD	\$2,850.00	\$3,200.00	\$1,500.00
YORKHAVEN ROAD	\$900.00	\$3,200.00	\$900.00
YORKHAVEN ROAD (TIE BREAKER)	\$750.00	\$750.00	\$1,625.00



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 6, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Gina Gregory, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve change order and contract amendment with Thompson Engineering, Inc. for engineering services.

Amount of Contract:

\$94,410.00 Increase (\$2,026,941.00 Total contract)

Funding Source

C0053

ATTACHMENTS:

1. 2007-202-02 Zeigler Boulevard (Athey Rd to Forest Hill Dr) (Thompson Engineering, Inc.) amendment

REVIEWERS:

Jessica White

Nicholas Amberger

Brenda Rhodes

Chris Kern

James Barber

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 8/1/2024

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Thompson Engineering, Inc.

DISTRICT#: 7

DEPT. PROJECT#: 2007-202-02

REQUEST: Please Add \$ 94,410.00 from Capital Project#/Title:
C0053 Zeigler Boulevard (Athey Road to Forest Hill Drive)
to contract# 2954.

Total amount of Change Order: \$ 94,410.00

Current contract amount: \$ 1,932,531.00

Revised contract amount: \$ 2,026,941.00

Comments: Pending approval to provide additional
professional engineering files for construction
engineering and inspection services


Employee signature


Approval signature

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilor Gina Gregory

WHEREAS, the City entered into a contract dated September 10, 2020 with Thompson Engineering, Inc. for construction engineering and inspection services on the project known as Zeigler Boulevard (Athey Road to Forest Hill Drive), City of Mobile Project No. 2007-202-02, ALDOT Project No. STPMB-7550 (600); and

WHEREAS, the professional engineering fee cost is to be shared between the City of Mobile (20%) and the Alabama Department of Transportation (80%); and

WHEREAS, the Contract amount for the construction engineering and inspection services are based on fee negotiations between the City of Mobile & Alabama Department of Transportation with Thompson Engineering, Inc.; and whereas, the current contract amount includes the original contract and previous contract amendment (SA 1) and totals \$1,932,531.00 (not to exceed); and

WHEREAS, the contract provides in Exhibit D that additional services may become necessary or desirable and “payment for the extra work will be negotiated by supplemental agreement”, and Supplemental Agreement (No. 2), approved by the Alabama Department of Transportation, for professional engineering fees for construction engineering and inspection services to adjust the amount of compensation to Thompson Engineering, Inc. was negotiated, thereby increasing professional engineering fees by \$94,410.00 to a total of \$2,026,941.00 (not to exceed); and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of \$94,410.00, for a total of \$2,026,941.00 (not to exceed), to be paid to Thompson Engineering, Inc. for construction engineering and inspection services on the Zeigler Boulevard (Athey Road to Forest Hill Drive) Project.

Adopted:

City Clerk

CONTRACT AMENDMENT

PROJECT NAME: Zeigler Boulevard (Athey Road to Forest Hill Drive)

PROJECT NO: STPMB-7550 (600); 2007-202-02

TERMS: Thompson Engineering, Inc. is hereby authorized, subject to the provisions of your contract for this project dated September 10, 2020 to provide additional Professional Engineering Services (the scope of which is set out in the Request for Supplemental Fees attached hereto) not to exceed \$94,410.00.

Original Contract Amount:	\$1,778,052.00 (not to exceed): City 20% share: \$355,610.00)
Previous Contract Amendment (SA 1):	\$154,479.00 (not to exceed): City 20% share: \$30,896.00)
Previous Revised Contract Amount:	\$1,932,531.00 (not to exceed): City 20% share: \$386,506.00)
This Contract Amendment (SA 2):	<u>\$94,410.00</u> (not to exceed): City 20% share: \$18,882.00)
Revised Contract Amount this date:	\$2,026,941.00 (not to exceed): City 20% share: \$405,388.00)

CITY OF MOBILE

Signature

William S. Stimpson

As Its: Mayor

CONSULTANT (Thompson Engineering, Inc.)


Signature Kendall Kilpatrick

As Its: CEO

ATTEST:

City Clerk

ATTEST: 

Witness/Secretary Chad R. Brown, CLO and Secretary

City Engineer

July 31, 2024

Date

SEAL:





**ALABAMA
DEPARTMENT OF TRANSPORTATION**

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624



Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

July 25, 2024

Mr. Nick Amberger, P.E., City Engineer
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

ATTENTION: MR. GUY O'CONNOR, P.E., PROJECT MANAGER

Gentlemen:

Re: **Project No. STPMB-7550(600)**
Additional Lanes on Zeigler Blvd from Athey Road to Forest Hill Drive
City of Mobile

We are in receipt of the supplemental #2 man-day & fee proposal submitted for Thompson Engineering, Inc. to provide additional construction engineering and inspection services on the above-referenced project. We concur with the proposal and the maximum allowable supplemental fee of **\$94,410**. The total fee allowable for this service is **\$2,026,941**. The overhead rate and operating margin will be as previously approved by our Bureau of Finance and Audits, External Audit Section.

After executing the supplemental agreement with the above-named consultant, you may issue a "notice to proceed" for them to begin work on the project. Please provide this office with a copy of the notice to proceed and contact information for the consultant's project manager assigned to the project.

This supplemental agreement is a "cost-plus" contract. The consultant is to provide services as necessary for the adequate construction engineering and inspection of the project, and bill only for those costs and expenses actually incurred on the project, plus allowable markups and percentages as provided for in the contract.

While deference to your consultant professional should be exercised in determining the daily staffing needs for adequately inspecting the project, it is your place to stay abreast of the engineering budget status. You should confer with the consultant periodically as necessary to ensure that this work remains within budget. **ALDOT will not reimburse for charges in excess of the aforementioned maximum allowable fee.**

Please contact this office if you need additional information.

Sincerely,


Stephanie Dragotta P.E.
Local Transportation Engineer – Mobile Area

SAD/

c: Mr. Brad Lindsey, P.E.
Mr. Brian Aaron, P.E.
File

GRAND TOTAL OF FEE PROPOSAL	
Construction Engineering and Inspection	\$94,410
GRAND TOTAL FEE	\$94,410

Facilities Capital Cost of Money (if used) >>>>>	0.53
--	------

Classification	Daily Rate
Professional Engineer	\$360.00
Project Manager	\$296.00
Senior Inspector	\$232.00
Level II Inspector	\$192.00
Level II Inspector	\$192.00

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Date _____

Position/Title

Project No. STPMB-7550(600)			
County Mobile			
Description Zeigler Blvd Widening from Athey to Forest Hill			
Scope of Work Construction Engineering and Inspection			
Supplemental Request No. 2			
Consultant Thompson Engineering			
Fee Proposal (Construction Engineering and Inspection)			
PERSONNEL COST			
	Man-days x Daily Rate		
Professional Engineer	5.00	\$ 360.00	\$ 1,800.00
Project Manager	22.00	\$ 296.00	\$ 6,512.00
Senior Inspector	44.00	\$ 232.00	\$ 10,208.00
Level II Inspector	44.00	\$ 192.00	\$ 8,448.00
Level II Inspector	44.00	\$ 192.00	\$ 8,448.00
Total Direct Labor			\$ 35,416.00
Combined Overhead (%)	135.00		\$ 47,811.60
Out-of-Pocket Expenses**			\$ 2,428.75
Sub-Total			\$ 85,656.35
Profit (10%)			\$ 8,565.64
Sub-Total			\$ 94,221.99
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 94,221.99
Facilities Capital Cost of Money (% of Direct Labor)	0.53	\$	187.70
TOTAL FEE			\$ 94,409.69

**See Grand Total Fee sheet

Project No. STPMB-7550(600)					
County Mobile					
Description Zeigler Blvd Widening from Athey to Forest Hill					
Scope of Work Construction Engineering and Inspection					
Supplemental Request No. 2					
Consultant Thompson Engineering					
Out-of-pocket Expenses (CE&I)					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Project Mileage	145	25	\$0.670	\$ 2,428.75	
				\$ -	
				\$ -	
				\$ -	
Total Mileage Cost				\$ 2,428.75	
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)***	0	0	\$75.00	\$ -	
				\$ -	
Total Subsistence Cost				\$ -	
Total Travel Cost				\$ 2,428.75	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -
Communication Cost (telephone, fax, etc.)	Total				
	\$ -				
Postage Cost (overnight, stamps, etc.)	Total				
	\$ -				
Other (provide description on next line)	Total				
Total Out-of-pocket Expenses	\$ 2,428.75				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.



THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster
	PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Zurich American Insurance Co. 16535
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	GLO 3534778-02	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Contractual Liab.					MED EXP (Any one person) \$ 10,000
	☒ XCU Included					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:						EBL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY	X	BAP 3534779-02	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N	WC 3534777-02	2/1/2024	2/1/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Physical Damage		BAP 3534779-02	2/1/2024	2/1/2025	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: Zeigler Boulevard (Athey Road to Forest Hill Drive)

PROJECT NO: STPMB-7550 (600); 2007-202-02

The City of Mobile, its employees, and agents, and all other indemnified parties named as additional insured on a primary & non-contributory basis as respect General Liability and Auto Liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

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 Cadence Insurance, a Gallagher Company 760 Howard Avenue, 2nd floor Biloxi MS 39530	CONTACT NAME: Patty Savage PHONE (A/C No. Ext): 8002770856 E-MAIL ADDRESS: patty.savage@cadenceinsurance.com FAX (A/C No): 228-863-1957
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. INSURER B: Travelers Property Casualty Co of America INSURER C: INSURER D: INSURER E: INSURER F:
THOMINC-03	NAIC # 37540 25674

COVERAGES**CERTIFICATE NUMBER:** 1878554854**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 SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000	☒ OCCUR ☐ CLAIMS-MADE	CUP8S42687024NF	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		C1D697240801	2/1/2024	2/1/2025	Per Claim Aggregate 5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NOTE: Umbrella Coverage above; policy number CUP8S42687024NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 2/1/2024 to 2/1/2025. Umbrella is follow form these policies.

Project: Zeigler Boulevard (Athey Road to Forest Hill Drive)
Project Number: STPMB-7550 (600); 2007-202-02

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile 205 Government Street P. O. Box 1827 Mobile AL 36633 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/S WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 1480 Satchel Paige Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 6, 2024**, a public hearing will be held on the **10th** day of **September**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 1480 Satchel Paige 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 zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on October 6, 2022 to allow multiple buildings on a single building site with shared access and parking on property located at 1480 Satchel Paige Drive and described as follows:

LOT 16 ACCORDING TO THE MAP OF MCGOWIN PARK SUBDIVISION AS RECORDED IN MAP BOOK 130, PAGE 35 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 May 13, 2024 allowing multiple buildings on a single building site with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on July 18, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;

5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating 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;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;
11. Compliance with all Urban Forestry comments noted in the staff report;
12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;

4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating 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;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;
11. Compliance with all Urban Forestry comments noted in the staff report;
12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

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

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 10th day of September, 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 14th day of August, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 1480 Satchel Paige Drive. The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on October 6, 2022. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on a single building site with shared access and parking. If approved, the major modification allowing multiple buildings on a single building site with shared access and parking is subject to the following proposed conditions: 1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC; 2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9; 3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public; 4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC; 5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC; 6. Revision of the site plan to illustrate the utility and Alabama Power Company easements; 7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder; 8. Provision of a note on the site plan stating 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; 9. Compliance with all Engineering comments noted in the staff report; 10. Compliance with all Traffic Engineering comments noted in the staff report; 11. Compliance with all Urban Forestry comments noted in the staff report; 12. Compliance with all Fire Department comments noted in the staff report; 13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 14. 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 October 6, 2022 to allow multiple buildings on a single building site with shared access and parking on property located at 1480 Satchel Paige Drive and described as follows:

LOT 16 ACCORDING TO THE MAP OF MCGOWIN PARK SUBDIVISION AS RECORDED IN MAP BOOK 130, PAGE 35 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 May 13, 2024 allowing multiple buildings on a single building site with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on July 18, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating 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;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;
11. Compliance with all Urban Forestry comments noted in the staff report;

12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;

7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating 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;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;
11. Compliance with all Urban Forestry comments noted in the staff report;
12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Owen Barry, NF V Acquisitions, LLC
1480 Satchel Paige Drive
Council District 4
Ben Reynolds



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

July 31, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on July 18, 2024 considered the request of Owen Barry, NF V Acquisitions, LLC for a Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on a single building site with shared access and parking for the property located at 1480 Satchel Paige Drive.

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

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating 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;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;

11. Compliance with all Urban Forestry comments noted in the staff report;
12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Bert Hoffman
Deputy Director, Long Range Planning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 19, 2024

Owen Barry
NF V Acquisitions
3424 Peachtree Road, N.E.
Suite 2000
Atlanta, Georgia 30326

Re: 1480 Satchel Paige Drive
MOD-002949-2024
Owen Barry, NF V Acquisitions, LLC
District 4
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking.

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

At its meeting on July 18, 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 is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating 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;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;
11. Compliance with all Urban Forestry comments noted in the staff report;
12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$620.54**. 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.

MOD-002949-2024 1480 Satchel Paige Drive
July 19, 2024

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: _____



Bert Hoffman

Deputy Director of Long Range Planning



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☒ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Owen Berry	Owen Berry
Firm:	NF V Acquisitions, LLC	NF V Acquisitions, LLC
Phone:	404-682-1920	404-682-1920
Email:	owen.berry@nobleinvestment.com	owen.berry@nobleinvestment.com
Address:	3424 Peachtree Rd., N.E., Suite 2000, Atlanta, GA 30326	3424 Peachtree Rd., N.E., Suite 2000, Atlanta, GA 30326

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 - 5 pm; Wednesday: 8 am - 1 pm

Revised February 2023

	Owner	Design Professional
Name:	McGowin Park, LLC	Paul Lawler
Firm:		Bowman Consulting Group
Phone:	423-362-5038	980-446-3336
Email:	jdarnell@hutton.build	plawler@bowman.com
Address:	736 Cherry Street, Chattanooga, TN 37402	10130 Perimeter Parkway, Suite 100, Charlotte, NC

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

Satchel Paige Drive, Mobile, AL 36606, legally described as Lot 16 shown on the plat recorded in MBK 130, PG 35

2.57-Acres

Property Address

Property Area (acres or square feet)

2909510012006.016

Parcel Number(s) or Key Number(s)

B-3 McGowin Park PUD

N/A - Requesting Modification to Approved PUD Site Plan

Present Zoning or Transect District

Proposed Zoning or Transect District (If applicable)

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

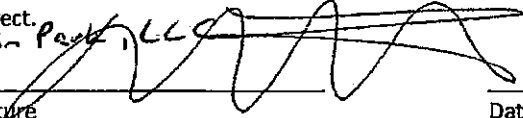
This requirement applies to any of the following applications:

- 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.

By: McGowin Park, LLC  Date 5/10/2024

Owner Signature

Date

Owen Berry

Digitally signed by Owen Berry
Date: 2024.05.08 12:22:49 -0400

5/8/2024

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.

Owen Berry

Digitally signed by Owen Berry
Date: 2024.05.08 12:22:59 -0400

5/8/2024

Applicant or Agent Signature

Date

Agent's Authorization is subject to the Purchase and Sale Agreement dated April 17, 2024 between McGowin Park, LLC and NF V Acquisitions, LLC

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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 proposed hotel development aligns with the City of Mobile's Comprehensive Plan by providing accommodations for tourists as well as those who live and work in Mobile. The proposed development is also in keeping with the intent of the McGowin Park PUD which aligned with the City's Comprehensive Plan, to create strategic infill development with concentrated activity and a mix of uses that serve the needs of the community through retail, restaurant, accommodation and amenity uses. The development will be integrated into the fabric of McGowin Park with interconnected sidewalks that provide safe and accessible access for pedestrians.

District Center

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

The McGowin Park PUD was designed and approved as a retail and amenity destination for the greater Mobile area residents and visitors. Notwithstanding the adjacent and renowned Hank Aaron Stadium and museum, McGowin Park boasts a mix of other retail, including Costco and Dick's Sporting Goods, restaurants, TopGolf and hotels, including the Home2Suites and Tru by Hilton. The proposed Marriott StudioRes all-suites hotel would assimilate seamlessly into the existing neighborhood fabric and provide alternative, quality accommodations to those visiting, and moving, to the greater Mobile area.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

The proposed development is on a corner lot (NW intersection of Satchel Paige Drive and Bolling Brothers Blvd) with a retention pond and undeveloped wooded lands to the rear. The proposed development will not impact any development or improvement of adjacent properties. The proposed development is self contained within its defined property lines and provides the required landscape buffers and setbacks along Satchel Paige Drive and Bolling Brothers Boulevard.

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

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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)

The proposed development will consist of the development of a current 2.57-acre vacant site, to a 124-room, 4-story, 45'8"-tall Marriott StudioRes hotel.

The hotel building will be surrounded by parking, drive aisles and landscape improvements on all four sides.

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

Landscaping will be provided along the E and W building elevations and on all sides of the site perimeter. The landscaping will consist of low shrubs at the building perimeter and a mix of low shrubs and new tree plantings at the site perimeter and parking islands.

- ☐ Lighting:

Parking lot pole-mounted lighting will be provided.

- ☐ Hours of operation:

The hotel will operate 24/7

- ☐ 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.
Not applicable to this project.

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.

Aligning with the City of Mobile's Comprehensive Plan, the proposed development will aide in the City's growth by providing a quality and accessible short-term accommodation option to various individuals moving to, visiting and/or temporarily relocating to the Mobile area.

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

PHASED WITH DEVELOPER.

Year	1990	2000	2010
Age 0-4	11.1%	10.7%	10.3%
Age 5-14	12.1%	11.7%	11.3%
Age 15-24	13.1%	12.7%	12.3%
Age 25-34	14.1%	13.7%	13.3%
Age 35-44	15.1%	14.7%	14.3%
Age 45-54	16.1%	15.7%	15.3%
Age 55-64	17.1%	16.7%	16.3%
Age 65+	18.1%	17.7%	17.3%

1

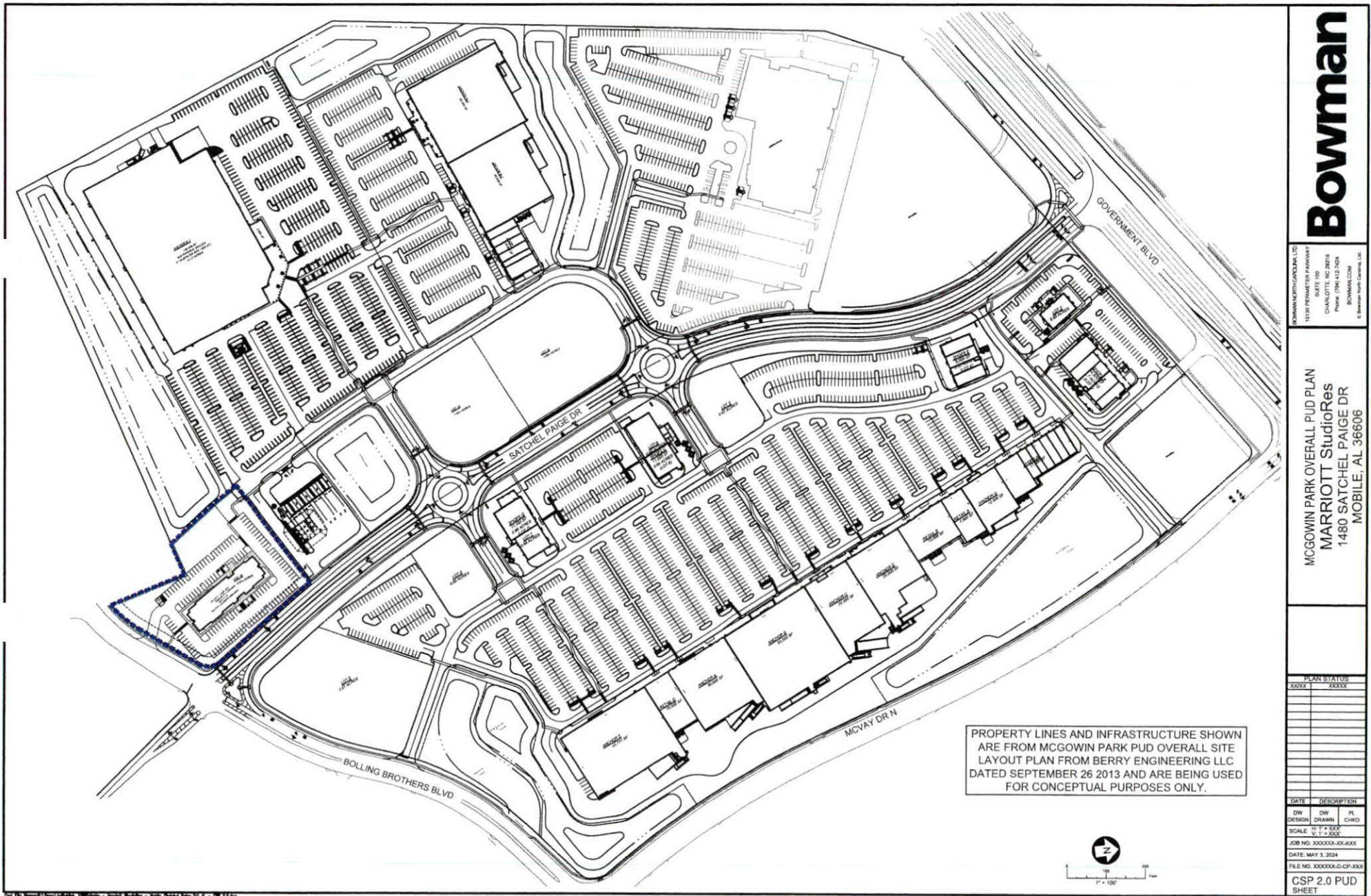
FROM 1. AS SHOWN ON PLAN FIND OTHER POSSIBLE EFFECTIVE DATE WORKS

1	2
---	---

SATCHEL PAIGE DR
MOBILE, ALABAMA

THE HUTTON COMPANY
DBA MCGOWIN PARK LLC
736 CHERRY STREET
CHATTANOOGA, TN 37402

ISS: ARTH ET AL. / STATE OF
CIVILIAN, IN 1992



Bowman

BOWMAN NORTH CAROLINA, LLC
15130 PERIMETER PARKWAY
SUITE 100
CHARLOTTE, NC 28258
PHONE: 704.414.1000
BOWMAN.COM
© Bowman North Carolina, LLC

MCGOWIN PARK OVERALL PUD PLAN
MARRIOTT StudioRes
1480 SATCHEL PAIGE DR
MOBILE, AL 36606

PLAN STATUS
2/2024 1/2024

DATE	DESCRIPTION
DW	DW
DESIGN	DESIGN
SCALE	SCALE
JOB NO.	JOB NO.
DATE	DATE
FILE NO.	FILE NO.

CSP 2.0 PUD
SHEET



MCGOWIN PARK OVERALL PUD PLAN
MARRIOTT StudioRes
1480 SATCHEL PAIGE DR
MOBILE, AL 36606

[illegible]



Corporate Letter of Authorization

I, Karen S. Hutton, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of McGowin Park LLC, a corporation for the property located within the city limits of Mobile, Alabama at ~~1405 Satchel Paige Dr. Mobile AL (Parcel ID: R022909540042000.016)~~ 2909510012006016 legally described as 20T16 McGowin Park MBK 130, Page 30. Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Owen Berry of NF V Acquisitions, LLC
Designee (1)

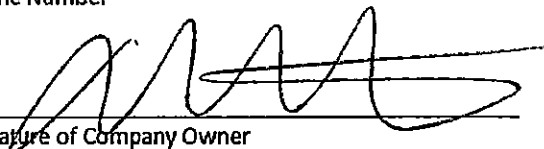
owen.berry@nobleinvestment.com
Email

404-682-1920
Phone Number

John Bianco of NF V Acquisitions, LLC
Designee (2)

John.bianco@nobleinvestment.com
Email

404-682-1905
Phone Number


Signature of Company Owner

4/26/2024
Date

* Designee's authorization is subject to the purchase and sale agreement dated April 17, 2024, between McGowin Park, LLC and NF V Acquisitions, LLC.



Plan Submission Contact Information

Name of Project Marriott StudioRes - Mobile McGowin Park
Address 1480 Satchel Paige Drive, Mobile, AL 36606 (Lot 16 McGowin Park)

Owner McGowin Park, LLC
Address 736 Cherry Street, Chattanooga TN Zip Code 37402
Phone 423-362-5038 Fax _____ Email jdarnell@hutton.build

Authorized Agent Owen Berry on behalf of NF V Acquisitions, LLC
Address 3424 Peachtree Rd., N.E., Suite 2000, Atlanta GA Zip Code 30326
Phone 404-682-1920 Fax _____ Email owen.berry@nobleinvestment.com

Contractor _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Paul Lawler on behalf of Bowman Consulting Group
Address 10130 Perimeter Parkway, Suite 100, Charlotte, NC Zip Code 28216
Phone 980-446-3336 Fax _____ Email plawler@bowman.com

Architect _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Submitted by:

Owen David Berry

Signature

5/8/2024

Date

Owen Berry

Print

NF V Acquisitions, LLC (Buyer/Developer of Parcel)

Affiliation to project/Organization



Commitment No. NCS-1216560-ATL

EXHIBIT A

The Land referred to herein below is situated in the County of Mobile, State of Alabama, and is described as follows:

LOT 16 ACCORDING TO THE MAP OF MCGOWIN PARK SUBDIVISION AS RECORDED IN MAP [BOOK 130, PAGE 35](#) IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50116601 (5-11-22)

Page 8 of 12

NF V Acquisitions, LLC

3424 Peachtree Rd., N.E.,
Suite 2000
Atlanta, GA 30326

COSTCO WHOLESALE CORP

1450 Tingle Cir W,
Mobile, AL 36606

MTH Group, LLC

115 Jackson St W,
Suite #2-D
Ridgeland, MS 39157

McGowin Properties, LLC

PO BOX 2265,
Mobile, AL 36652

Meredith Corporation

1501 Satchel Paige Drive
Mobile, AL 36606

MHC-Mobile 2 LLC

1468 Kimbrough Rd,
Suite 103
Germantown, TN 38138

THE IMPROVEMENT DISTRICT OF THE
CITY OF MOBILE ALABAMA - MCGOWIN
PARK PROJECT C/O RYAN LLC
38 WASHINGTON SQ
NEW PORT, RI 2840

J Darnell

c/o McGowin Park LLC
736 Cherry St
Chattanooga, TN 37402



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:	Owen Berry
Case #	MOD-2949-2024
Application Address	1480 Satchel Paige Dr
Deficiencies	Staff has completed its review of the above Major Modification of an Existing Planned Unit Development application. The following must be addressed before the application can be considered complete and placed on an agenda for review by the Planning Commission: 1.If you have not done so already, please provide the DWG AutoCAD file for the MOD Site Plan to our GIS staff (Marine has been copied here for your convenience); 2.All property owners included in the original PUD must be included in the MOD application. As such, please submit an Agent Authorization form from each owner authorizing yourself and/or NF V Acquisitions, LLC as to act as an authorized agent for the purposes of submitting a MOD application for review. Once all items have been addressed an invoice will be issued for the application fees to be processed. It is important to note that the application will not be considered complete until all of the above have been addressed and fees have been processed. If completed by no later than noon on Monday, May 20, 2024 the application will be considered complete and placed on the agenda for the June 20 Planning Commission meeting. If you are not able to meet the above deadline the application will be heldover until such time as it is made complete.

Reviewed By: Payton Rogers

Date: 05/16/2024

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



Agenda Item # 8 MOD-002949-2024

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

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

1480 Satchel Paige Drive

Applicant / Agent:

Owen Barry, NF V Acquisitions, LLC

Property Owner:

McGowin Park, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

- Unified Development Code (UDC)
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Upon approval

Proposal:

- Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking.

Commission Considerations:

1. Modification of a previously approved Planned Unit Development with fourteen (14) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER	8	DATE	July 18, 2024
APPLICANT	Owen Barry, NF V Acquisitions, LLC		
REQUEST	PUD Modification		



SITE HISTORY

The site is part of McGowin Park, a mixed-use development which initially received Planning Approval by the Planning Commission in 1996 to allow construction of a baseball stadium and museum.

Rezoning of the property from R-1, Single-Family Residential District, to B-2, Neighborhood Business District, and B-3, Community Business District, was adopted by City Council at its April 9, 1996 meeting.

In December 2013 the Planning Commission approved a 20-lot subdivision of McGowin Park; however, the Final Plat was not presented for signatures and the approval subsequently expired.

In April 2014 the Planning Commission approved a 19-lot subdivision of McGowin Park, the plat for which was recorded in Mobile County Probate Court in May 2015.

The Planning Commission also approved the initial Planned Unit Development (PUD) of McGowin Park in April 2014, which allowed the construction of multiple buildings on a single building site, and shared access between multiple lots. The PUD has been amended multiple times to facilitate the development of additional lots within McGowin Park, as well as to incorporate a unique sign package allowing increased signage for businesses within the development. The most recent amendment was approved in October 2022 to allow redevelopment of one (1) of the lots within the PUD as a golf entertainment facility.

The subject site has remained undeveloped with each iteration of the PUD. It should be noted that PUDs are site plan-specific, any major modifications to which require review and approval by the Planning Commission and City Council, per Article 5, Section 64-5-8.B.2. of the Unified Development Code (UDC). The owner of the property now wishes to develop the site with a 124-room hotel, thus requiring further modification to the PUD site plan.

The site has not been the subject of any Board of Zoning Adjustment applications.

STAFF COMMENTS

Engineering Comments:

1. Provide an index of drawings for the five (5) plan sheets contained in the PUD Site Plan submittal.
2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
 - a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
 - b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
 - c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
 - d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This

Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

- e. 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.
- f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The site plan depicts development of Lot 16 of the McGowin Park Subdivision recorded in 2015 for use as a 124-room hotel. The site will be accessed by Bolling Brothers Boulevard, a public street within the McGowin Park PUD, as well what appears to be an extension of the private street, Tingle Circle West. Access is not proposed from Satchel Paige Drive. One (1) 13,530± square-foot, four (4) story building is proposed, along with a dumpster pad and enclosure.

The site requires one (1) off-street parking space per two (2) rooms per Article 3, Table 64-3-12.1 of the UDC. There are 126 off-street parking spaces illustrated on the site plan, which is more than adequate; and each parking space meets the minimum size requirements of Article 3, Section 64-3-12.A.3. for 90-degree parking stalls.

Development of the site requires the provision of parking lot lighting, which must meet the illumination standards of Section 64-3-9.C. of the UDC. A photometric plan will be required at the time of permitting to verify the site will comply with these requirements.

Seven (7) bicycle parking spaces are required and must meet the standards of Section 64-3-12.A.9. of the UDC. Compliance with these requirements should be illustrated on a revised site plan.

If the hotel will be equipped with conference facilities and/or a restaurant open to the public, off-street loading spaces will be required, the amount and size(s) of which will need to comply with Section 64-3-12.B. of the UDC and illustrated on a revised site plan. If no conference facilities or public restaurant are proposed, a note should be placed on the revised site plan stating as much.

Pedestrian walkways are proposed, and are illustrated connecting to the sidewalks proposed along Satchel Paige Drive and Bolling Brothers Boulevard, in compliance with Article 3, Section 64-3-3 of the UDC.

No elevation drawings were provided as part of this application, but it should be noted that the proposed building will need to include at least one feature from each of the following design categories, the details of which are found in Section 64-3-6 of Article 3 of the UDC: 1) Site Frontage; 2) Building Form – Height; 3) Building Form – Wall; and, 4) Architectural Feature.

The height of buildings in a B-3, Community Business Suburban District is limited to 45 feet, notwithstanding any height exceptions detailed in Article 3, Section 64-3-6.C.2.(c) of the UDC.

Section 64-2-14.E. of the UDC requires 16,789± square feet (15%) of the site to be landscaped, 10,073± square feet (60%) of which is required to be planted between the street-facing property line(s) and any building wall(s) facing the street. A table on the site plan indicates that 15% of the site will be landscaped, but no calculations are provided. No calculations are provided for any proposed frontage landscape area or tree plantings, either. While such information is not required to be depicted on the site plan for this application, the applicant should note that full compliance with the tree planting and landscape area provisions of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) will be required. A note stating as much should be placed on the revised site plan, and a tree and landscape area plan will be required at the time of permitting, and it must illustrate compliance with these provisions.

It should be noted that maintenance of all tree plantings and landscape area is the responsibility of the property owner. As such, the property owner is required to sign the tree and landscape plan acknowledging these requirements; or, the applicant may submit a notarized letter signed by the property owner with the same information.

A dumpster pad is illustrated on the site plan, and it appears it will be enclosed. Nevertheless, a note should be placed on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC.

There is a 15-foot wide utility easement along the North property line, and a 10-foot wide Alabama Power Company Easement along the East property line that are recorded on the subdivision plat, but are not illustrated on the site plan. Revision of the site plan to depict these easements should be required, and a note should be placed on the revised site plan stating no structures shall be built in any easement without permission from the easement holder.

No signage is depicted on the site plan, and no information regarding signage was provided to staff for review. All proposed signage for the site requires separate reviews by, and permits from, the Planning and Zoning Department. Illuminated signage also requires its design and construction to be completed by a licensed and bonded sign contractor, along with additional Electrical Permits from the Permitting Department.

If the site is not the subject of the aforementioned sign package that was approved as part of previous PUD approvals, then any proposed signage will need to comply with the Sign Provisions of Article 4, Section 64-4-14 of the UDC.

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) 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 64-5-8-B.(5) states the following concerning 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;
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.

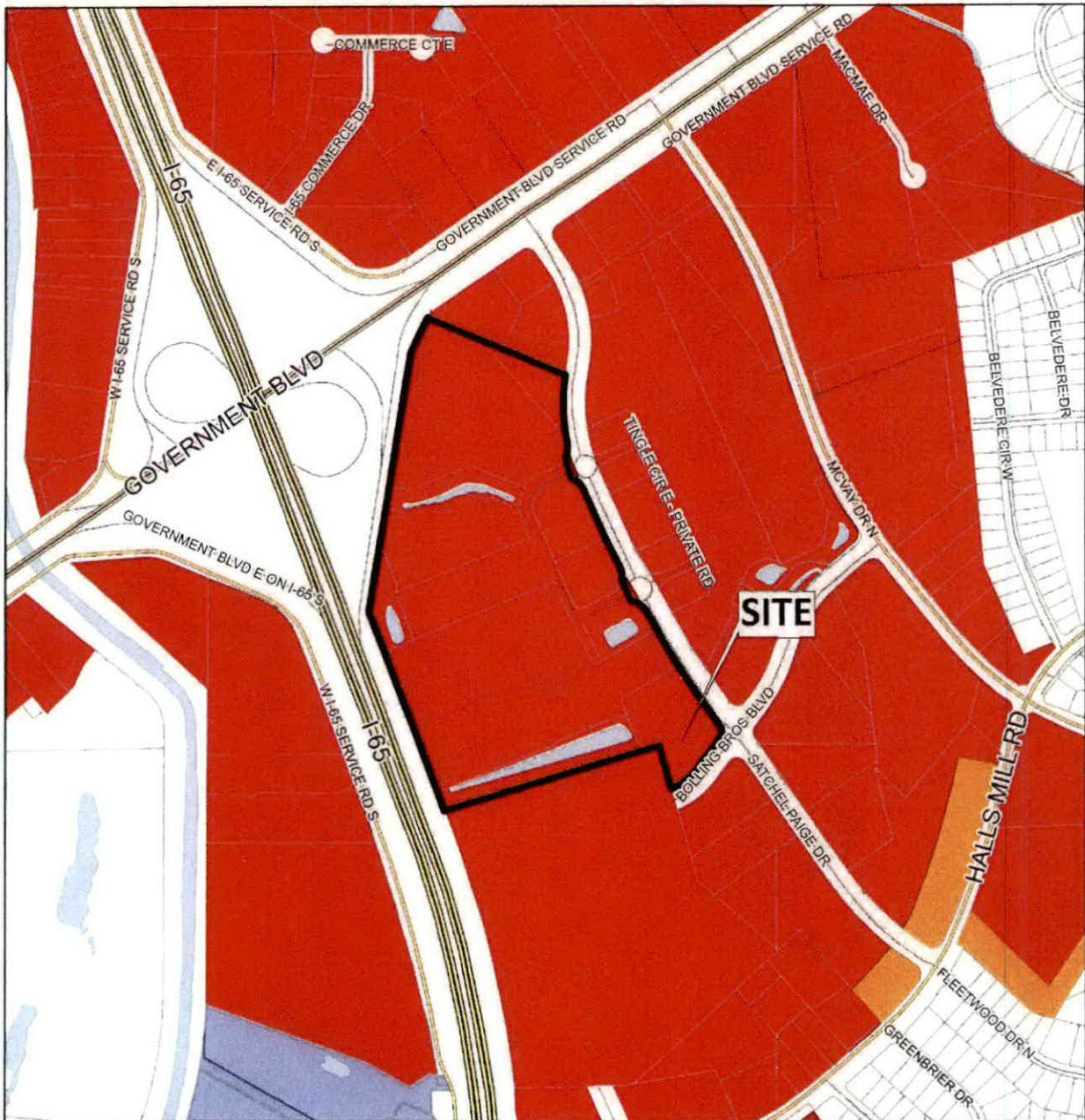
Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following conditions could apply:

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;

3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating 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;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



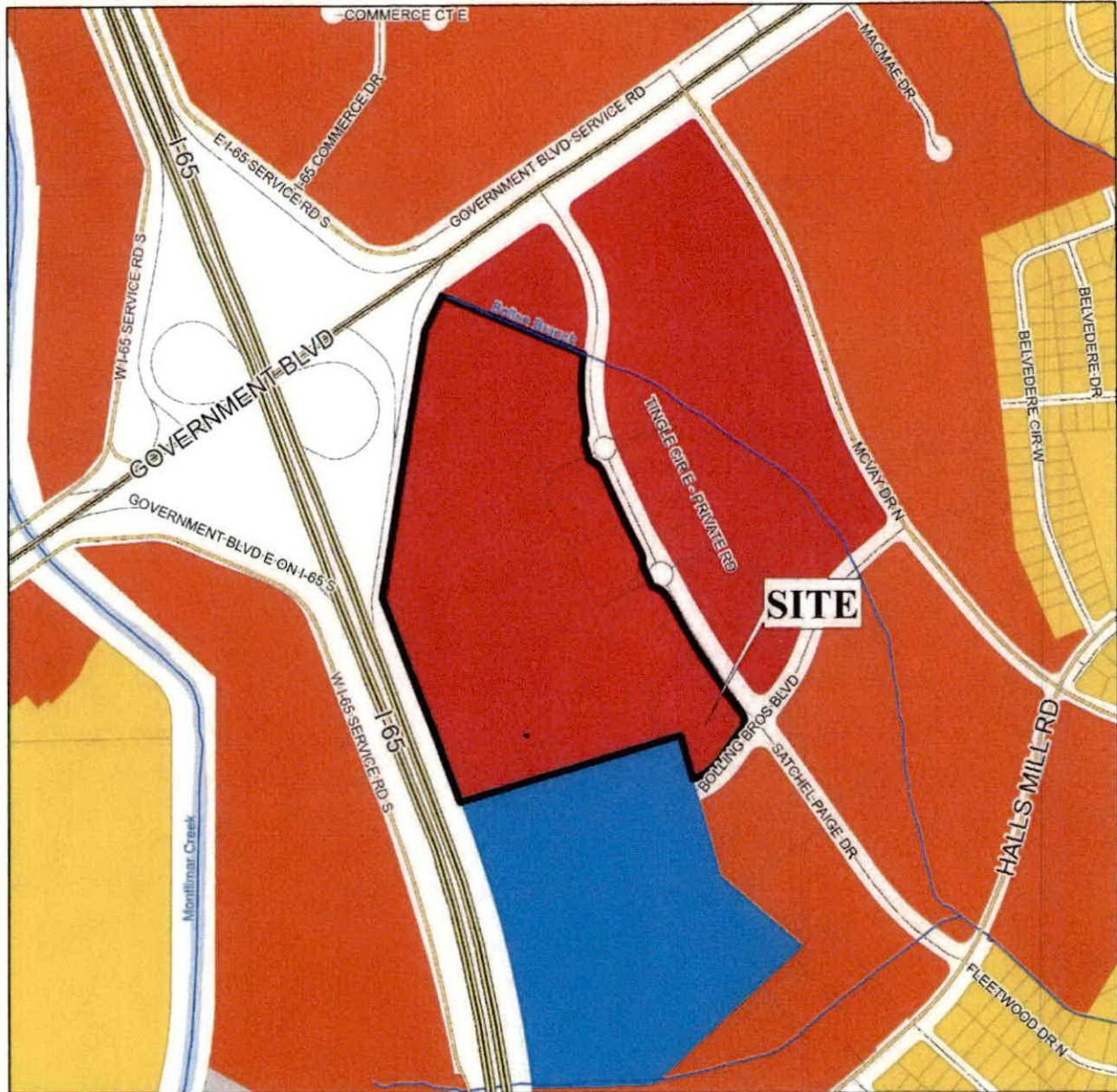
APPLICATION NUMBER 8 DATE July 18, 2024

APPLICANT Owen Barry, NF V Acquisitions, LLC

REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE July 18, 2024

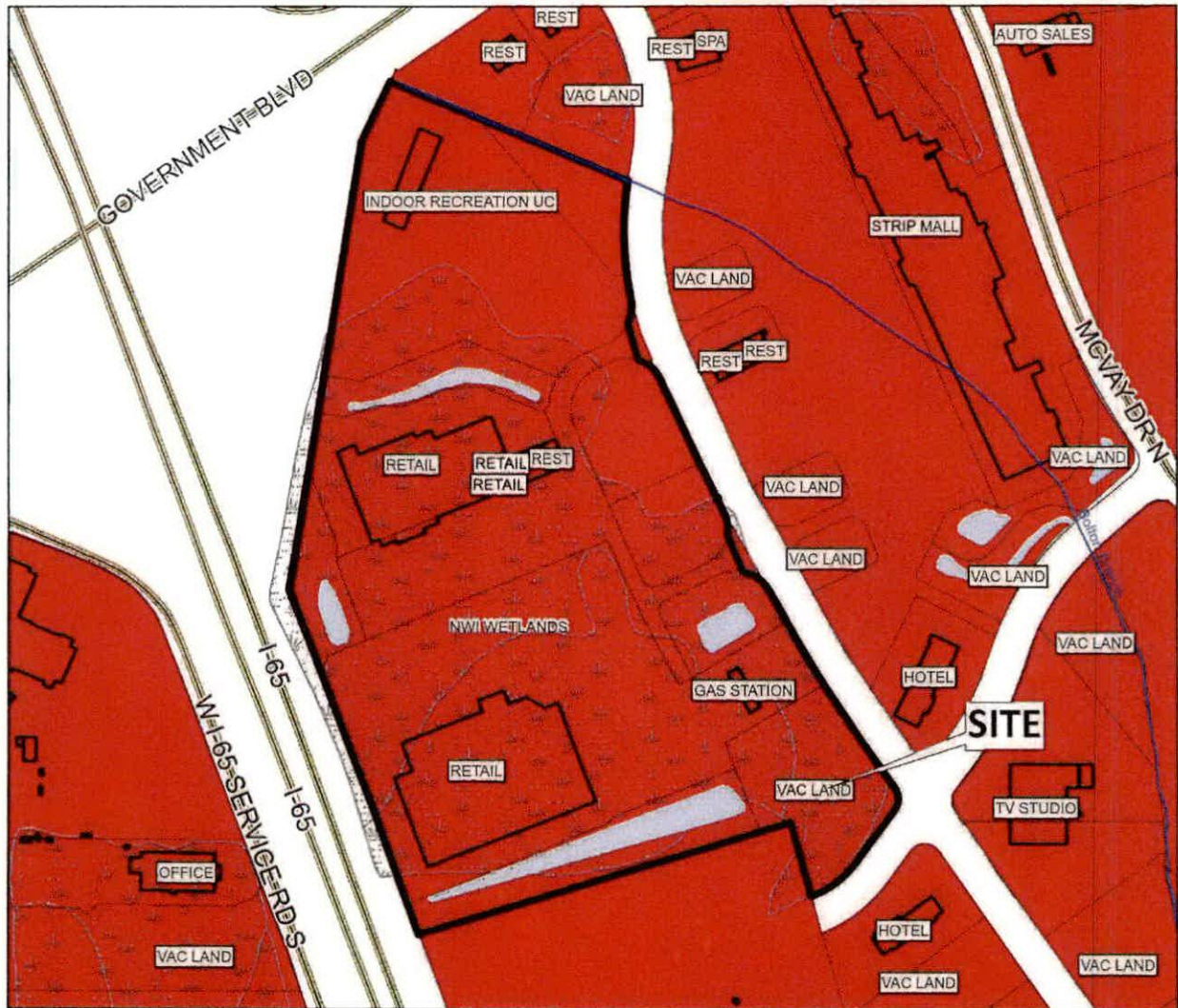
APPLICANT Owen Barry, NF V Acquisitions, LLC

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	

N
NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 8 DATE July 18, 2024

APPLICANT Owen Barry, NF V Acquisitions, LLC

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 PUD area, buildings, parking, and proposed modification area for the proposed hotel.

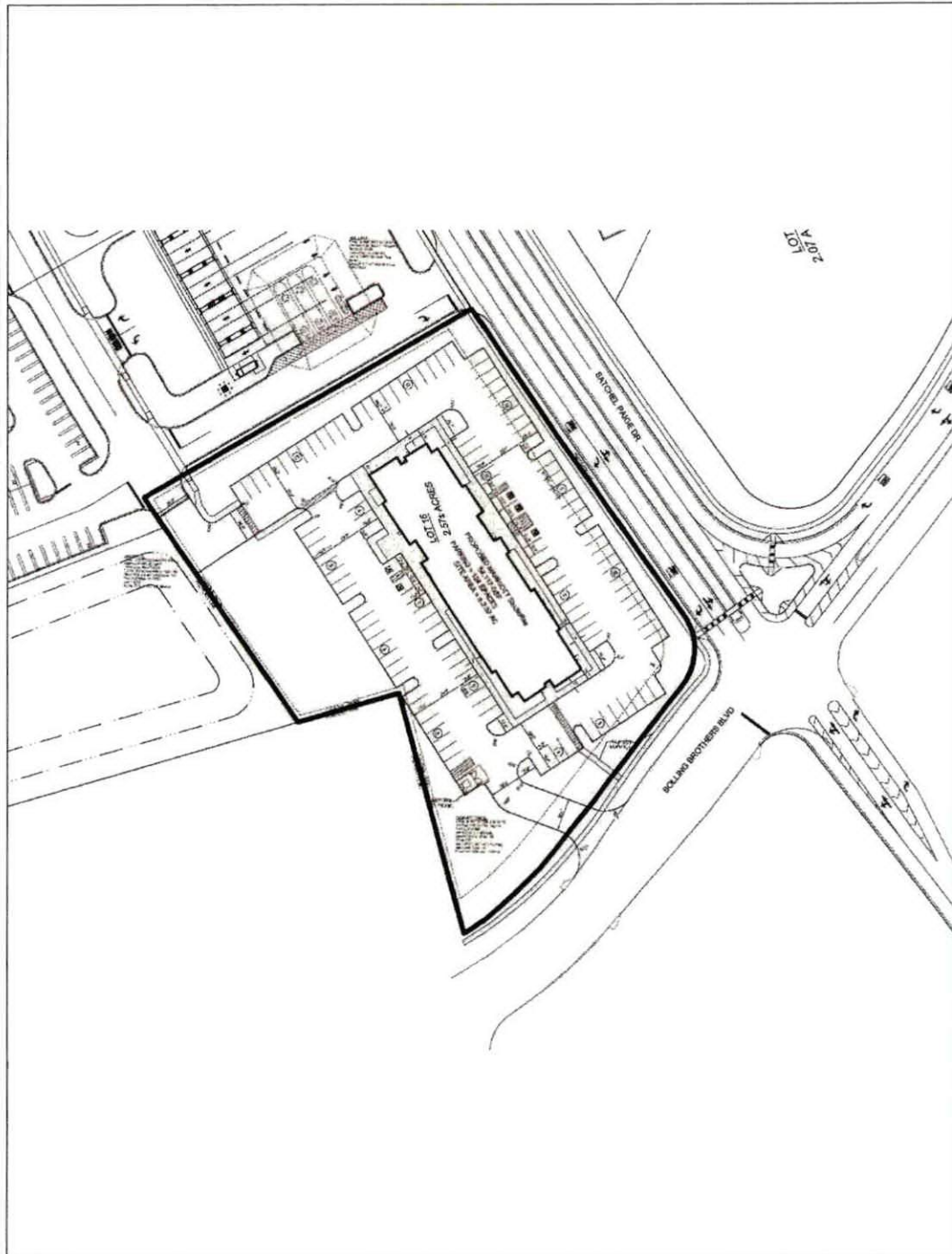
APPLICATION NUMBER 8 DATE July 18, 2024

APPLICANT Owen Barry, NF V Acquisitions, LLC

REQUEST	PUD Modification
---------	------------------

NTS

DETAIL SITE PLAN



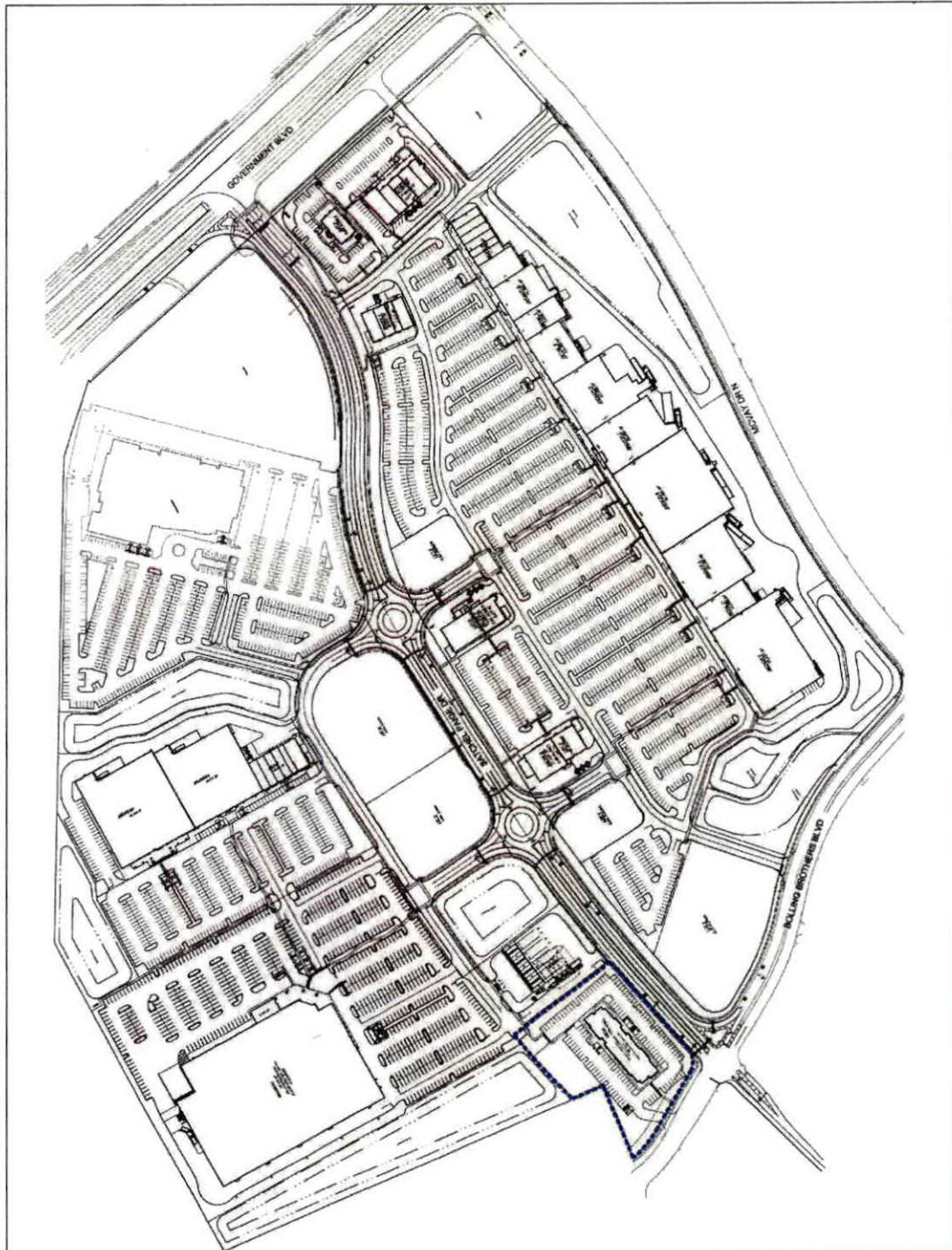
APPLICATION NUMBER 8 DATE July 18, 2024

APPLICANT Owen Barry, NF V Acquisitions, LLC

REQUEST PUD Modification



DETAIL SITE PLAN



APPLICATION NUMBER	8	DATE	July 18, 2024
APPLICANT	Owen Barry, NF V Acquisitions, LLC		
REQUEST	PUD Modification		

N
NTS

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

Zoning District Correspondence Matrix

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



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

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 Conditional Use Permit
for Property Located at 6411 Howells Ferry Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 6, 2024**, a public hearing will be held on the **10th** day of **September**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the Conditional Use Permit for property located at 6411 Howells Ferry Road.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on June 16, 2024 to allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District located at 6411 Howells Ferry Road and described as follows:

LOT 1, THE WOODLANDS WEST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 73, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on July 18, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
2. Use is limited to the existing building;
3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Will not impede the orderly development and improvement of surrounding property; and
3. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
4. Will be adequately served by water and sanitary sewer services;
5. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke, or gas; and
6. Shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
2. Use is limited to the existing building;
3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. 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 10th day of September, 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 14th day of August, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6411 Howells Ferry Road.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District subject to the following proposed conditions: 1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility; 2. Use is limited to the existing building; 3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility; 4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; 5. Compliance with all Engineering comments noted in the staff report; 6. Compliance with all Traffic Engineering comments noted in the staff report; 7. Compliance with all Urban Forestry comments noted in the staff report; 8. Compliance with all Fire Department comments noted in the staff report; 9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 10. 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 Conditional Use Permit application was filed on June 16, 2024 to allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District located at 6411 Howells Ferry Road and described as follows:

LOT 1, THE WOODLANDS WEST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 73, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on July 18, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
2. Use is limited to the existing building;
3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Will not impede the orderly development and improvement of surrounding property; and
3. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding

neighborhood, or be more injurious to property or improvements in the neighborhood.

4. Will be adequately served by water and sanitary sewer services;
5. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke, or gas; and
6. Shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
2. Use is limited to the existing building;
3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. 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

Anganette Williams, Branches of Life, LLC (Keri R. Coumanis, Helmsing Leach, P.C., Agent)
6411 Howells Ferry Road
Council District 7
Gina Gregory



25769

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 19, 2024

Anganette Williams
Branches of Life, LLC
6411 Howells Ferry Road
Mobile, Alabama 36618

Re: 6411 Howells Ferry Road
ZON-CUP-002994-2024
Anganette Williams, Branches of Life, LLC (Keri Coumanis, Helmsing Leach, P.C. Agent)
District 7
Conditional Use Permit approval to allow a Community Residence for 16 persons in an R-3,
Multi-Family Residential Suburban District.

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

At its meeting on July 18, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support approval of the Conditional Use Permit:

- 1) The request is consistent with all applicable requirements of this Chapter, including:
 - a. Any applicable development standards; and
 - b. Any applicable use regulations.
- 2) The request will not impede the orderly development and improvement of surrounding property; and
- 3) Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood.
- 4) The request will be adequately served by water and sanitary sewer services;
- 5) The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- 6) The request shall not be detrimental to or endanger the public health, safety or general welfare.

- 7) The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Conditional Use Permit to the City Council, subject to the following conditions:

- 1) Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
- 2) Use is limited to the existing building;
- 3) Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
- 4) Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
- 5) Compliance with all Engineering comments noted in the staff report;
- 6) Compliance with all Traffic Engineering comments noted in the staff report;
- 7) Compliance with all Urban Forestry comments noted in the staff report;
- 8) Compliance with all Fire Department comments noted in the staff report;
- 9) Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
- 10) Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$434.34**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

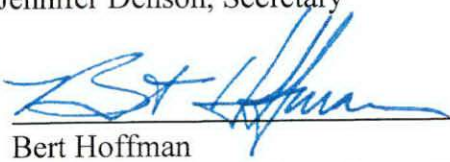
If you have any questions regarding this action, please call this office at 251-208-5895.

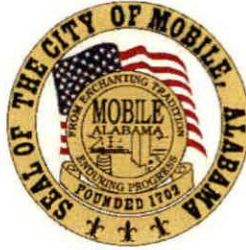
Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:


Bert Hoffman
Deputy Director of Long Range Planning



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 31, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on July 18, 2024 considered the request of Anganette Williams, Branches of Life, LLC for a Conditional Use Permit to allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District for the property located at 6411 Howells Ferry Road.

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

1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
2. Use is limited to the existing building;
3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bert Hoffman". The signature is fluid and cursive, with the first name "Bert" being more prominent than the last name "Hoffman".

Bert Hoffman
Deputy Director, Long Range Planning Department

dla
attachments

RUNNER REQUEST

DATE: July 29, 2024

TO: Runner

FROM: Katrina Bartlett

REQUEST:

Please hand deliver the attached letters and checks to the Mobile City Planning Commission (3rd Floor of the Courthouse).

Please get receipts.

Thank you.

PLANNING AND ZONING
30 JUL 2024 AM8:53



HELMSING
LEACH
ATTORNEYS AT LAW

KERI RENEE COUMANIS
Direct Dial: 251-432-5521
E-Mail: krc@helmsinglaw.com

July 29, 2024

VIA HAND DELIVERY

The City of Mobile, Alabama
Mobile City Planning Commission

Re: District 7 Conditional Use Permit approval to allow a Community
Residence for 16 persons in an R-3 Multi-Family Residential Suburban
District

Dear Mobile City Planning Commission:

Enclosed, please find a copy of your letter to Angenette Williams, Branches of Life, LLC, along with a check in the amount of \$434.34, made payable to the City of Mobile, for the advertising fee for the above referenced application.

Please contact me should you have any questions.

FOR THE FIRM,

Keri Coumanis

KRC/khb
Enclosures

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com
Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC

Hoffman, Bert

From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Friday, July 19, 2024 4:26 PM
To: Hoffman, Bert; Anderson, Logan
Subject: RE: Revised Site Plan: 6411 Howells Ferry Road
Attachments: Site plan with parking and occupancy requirements added.pdf

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.

Good afternoon,

Please see attached, revised site plan to include parking information and confirmation that the CUP is limited to the current structure and occupancy.

The owners are anxious to move forward to the City Council.

Thank you and have a great weekend,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 432-5521
www.helmsinglaw.com

From: Hoffman, Bert <hoffmanb@cityofmobile.org>
Sent: Thursday, July 18, 2024 3:17 PM
To: Keri Coumanis <KRC@helmsinglaw.com>
Subject: RE: Revised Site Plan: 6411 Howells Ferry Road

Thank you.

Bert Hoffman

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

From: Keri Coumanis <KRC@helmsinglaw.com>

Sent: Thursday, July 18, 2024 1:59 PM

To: Hoffman, Bert <hoffmanb@cityofmobile.org>; Anderson, Logan <dlogananderson@cityofmobile.org>

Subject: Revised Site Plan: 6411 Howells Ferry Road

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.

Please see attached, a revised site plan to include parking information.

Keri



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 19, 2024

Anganette Williams
Branches of Life, LLC
6411 Howells Ferry Road
Mobile, Alabama 36618

Re: 6411 Howells Ferry Road
ZON-CUP-002994-2024
Anganette Williams, Branches of Life, LLC (Keri Coumanis, Helmsing Leach, P.C. Agent)
District 7
Conditional Use Permit approval to allow a Community Residence for 16 persons in an R-3,
Multi-Family Residential Suburban District.

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

At its meeting on July 18, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support approval of the Conditional Use Permit:

- 1) The request is consistent with all applicable requirements of this Chapter, including:
 - a. Any applicable development standards; and
 - b. Any applicable use regulations.
- 2) The request will not impede the orderly development and improvement of surrounding property; and
- 3) Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood.
- 4) The request will be adequately served by water and sanitary sewer services;
- 5) The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- 6) The request shall not be detrimental to or endanger the public health, safety or general welfare.

ZON-CUP-002994-2024 6411 Howells Ferry Road
July 19, 2024

- 7) The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Conditional Use Permit to the City Council, subject to the following conditions:

- 1) Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
- 2) Use is limited to the existing building;
- 3) Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
- 4) Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
- 5) Compliance with all Engineering comments noted in the staff report;
- 6) Compliance with all Traffic Engineering comments noted in the staff report;
- 7) Compliance with all Urban Forestry comments noted in the staff report;
- 8) Compliance with all Fire Department comments noted in the staff report;
- 9) Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
- 10) Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$434.34**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

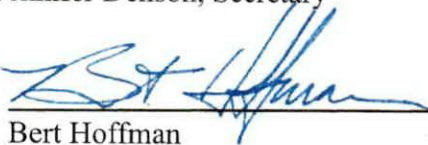
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Bert Hoffman

Deputy Director of Long Range Planning



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:	Anganette Williams	Keri R. Coumanis
Firm:	Branches of Life, LLC	Helmsing Leach, P.C.
Phone:	251-680-3182	251-432-5521
Email:	anganette@yahoo.com	krc@helmsinglaw.com
Address:	6411 Howells Ferry Road, Mobile, AL 36618	PO Box 2767, Mobile, AL 36652

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:	Anganette Williams d/b/a	N/A
Firm:	Serenity Senior Care, LLC	
Phone:	251-680-3182	
Email:	anganette@yahoo.com	
Address:	6411 Howells Ferry Road, Mobile, AL 36618	

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

6411 Howells Ferry Road, Mobile, AL 36618	6.9 acres
Property Address 2803054000042002; Key No. 2039029	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) R-3 with use restriction	R-3
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

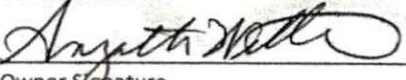
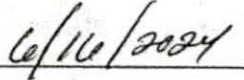
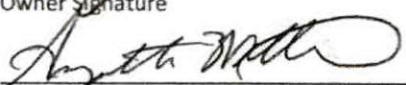
This requirement applies to any of the following applications:

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

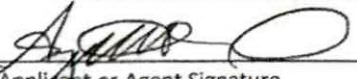
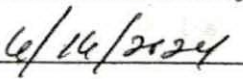
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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.

	
Owner Signature	Date
	
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.

	
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 A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the [Use Table in Section 64-2-24](#) of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Bar/Lounge
☒ Community Residences	☐ Daycare, Child (Home Based 7-12 Children)
☐ Short-Term Rentals	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

The Following information is required for Conditional Use Permits. Please refer to [Section 64-10-6](#) for a full description of the requirements and verify that the following documentation is provided:

- | | |
|--|--|
| ☒ Planning Commission Application | ☒ Site Plan |
| ☒ Documentation of compliance with Approval Criteria | ☒ Neighborhood Meeting Documentation |
| ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer | |

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
The proposal aligns with two significant goals of the Map for Mobile. First, the project will provide a diverse form of housing, meeting the needs of a certain segment of the population. See Map, p. 7, 38, 52. Second, by reusing and revitalizing an existing facility, which has been vacant for many years, the proposal alleviates blight and reduces sprawl. See Map, p. 37, 53.

R-1

Future Land Use Map (FLUM) Designation

2. Is the application compliant with [Development Standards of Article 3](#)? ☒ Yes ☐ No
If no, what are the deficiencies?
3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.
The building currently on the site was constructed in 1999 as an assisted living facility for senior citizens. It is located across the street from an educational facility and is bordered by unimproved property to the east and west. The applicant proposes to repurpose the existing facility into a residential care facility for girls, ages 13-18. In doing so, the applicants do not intend to materially change the existing structure, which is compatible with the neighborhood.
4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

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

The proposal pertains to an existing multi-residential facility. It will not have any impacts on the development of the adjacent property.

5. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

The existing structure is one story and approximately 7854 square feet. It contains both residential suites, common space and offices.

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

The property has an existing row of frontage trees; the property is surrounded by wooded lots to the east and west.

- ☐ Lighting:

The existing lighting is minimal and located to the rear of the lot.

- ☐ Hours of operation:

The residents will be on site 24 hours. The facility will have two shifts of employees, who will work from 7am to 7 pm.

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

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

The property has an existing stormwater swell at its northern property line. There is minimal hardscaping.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

The property is serviced by MAWSS; the utilities are adequate for the use.

9. 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.

N/A. The proposal has community benefits; the facility will serve a segment of the population in need of housing and assistance.

10. For Above-Ground Oil Storage Tanks, please include all information required by [Section 64-4-7](#). For Hazardous Substance Storage Tanks, please include all information required by [Section 64-4-8](#).

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

SUPPLEMENTAL DOCUMENTATION

Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

16

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

The applicant intends to operate this facility, formerly an assisted living facility, as a community residence for young women, ages 13-18. The goal is to provide a stable, safe and therapeutic environment. The applicant will offer counseling, educational services and work force training, and any other assistance necessary meet the needs of an individual client.

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☒ No

Refer to the [Alabama Department of Mental Health](#), the [Alabama Department of Public Health](#), and the [Alabama Department of Human Resources](#) for information regarding existing community residences.

If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

This community residence will be located in an existing structure or facility designed for group living. It is not located in a single family residential house.

The existing facility is also not located within a subdivision, but on the edge of two subdivisions and across from an existing school. The facility, as such, will not alter the residential character and instead is in keeping with the character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

N/A

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

Branches of Life intends to offer a safe, comfortable and therapeutic residence for girls ages 13-18 that are in the care of the Department of Human Resources.

Various services will be offered including counseling, educational classes (in addition to basic school), life skills and extracurricular activities. Branches of Life will be working to prepare these young women for their future, once they exist the care of the Department of Human Resources.

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

N/A. Allowing the requested number of residents will allow the clients to forge friendships and create a network, as they move toward independence.

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Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
The meeting was held on Monday, June 17, at Orchard Elementary school. Please see attached notification letter with the date and time of the meeting.

2. What information was presented at the meeting?
Ms. Williams and Ms. Sewell told the attendees a little about who they are and what the Branches of Life facility will be. Ms. Sewell spoke about the need for a residential home for girls in our community, given the lack of foster parents.

3. What concerns were raised during the meeting?
Two citizens were in attendance. One asked whether transgender youth would be placed in the facility. Ms. Barnes, a Baldwin County DHR social worker, said no. The other attendee asked whether the facility would ever be turned into a facility for boys. The speakers explained, no, because there is not a need for a boys facility.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
No.

Neighborhood Meeting

Date: 6/17/2024

Time: 6:00

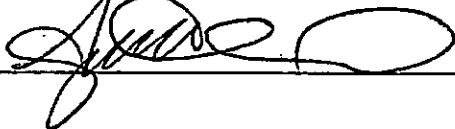
Location of Neighborhood Meeting: Orchard Elementary

Project Location: 6411 Howells Ferry Rd. Mobile, AL 36618

Project/Application (e.g. Rezoning from R-1 to B-1): _____

Rezoning and Conditional Use Permit

Applicant's Signature Attesting to the Accuracy of This Sheet:

X  Date: 6/17/2024

Please Sign In:

Name: DIANE ANTRAM Email: _____

Address: 1717 Thistlewaite Dr Phone: 251-377-0308

Name: David Johnson Email: _____

Address: _____ Phone: 251-406-0228

Name: Radjanique Barnes Email: _____

Address: _____ Phone: 251-210-7064

Name: Sheri Sewell-Hite Email: sheri.sewell@yahoo.com

Address: _____ Phone: 251-585-3074

Neighborhood Meeting Sign-In Sheet

Date: 6/17/2024
Applicant: Anganette Williams

Meeting Location: Orchard Elementary
Application(s): Reopening and Conditional Use Perm

Name: Anganette Williams Email: anganette@yahoo.com
Address: 1617 Donham Dr. Mobile, AL 36618 Phone: 251-680-3182

Name: Shalinda Sewell Email: shalindasewell@yahoo.com
Address: 273 Cedar Dr. Mobile, AL 36617 Phone: 251-583-4641

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 6/17/2024 _____

Meeting Time: 6:00 p.m. _____

Meeting Location: _____

Orchard Elementary School Gymnasium

Below is a summary of the proposed project presented at the Neighborhood Meeting:
Branches of Life envision a world where every young girl regardless of background or challenges she has faced is empowered to realize her full potential and lead a life marked by success, resilience, and fulfillment. We strive to become a beacon of hope and transformation, where our residents not only overcome their immediate circumstances but also emerge as leaders and changemakers within their communities. Our vision extends beyond the walls of our residential home, aiming for a future where society embraces and supports the growth and contributions of its young women, recognizing their strength, diversity, and potential to shape a brighter and more inclusive world.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Brochure

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

The meeting started at 6:00pm. Introduction speaker was made by Sheri Sewell-Hale Executive Director of Operation Anganette Williams (Owner) and Shalonda Sewell (Owner), Rodianque Barnes (Social worker) Baldwin County Department of Human Resources. After the introductions were done, Shalonda Sewell spoke about why the need for this residential facility is needed. She stated that the facility is needed for the girls due to the lack of girl's homes and foster parents. Anganette Williams spoke on why she initially purchased the facility and why she decided to turn it into a residential home for girls. Rodianque shared information about the foster care system, why foster parents are important, and why a facility like Branches of Life will serve as a safe haven for children in the custody of the Department of Human Resources. Only two members in the 300ft distance of the facility attended the meeting. Mrs. Sewell-Hale then opened the floor for question. David Johnson asked about transgender being housed in the facility and Ms. Barnes stated

that DHR does their best to place those children in a home where there are no other children in the home. Diana Anitriam asked would we ever consider transitioning the center into a boy's home and the answer was no because there is not a need for a boys' facility. All questions were answered, and the meeting ended at 6:45 p.m.

NEIGHBOR NOTIFICATION

RE: Branches of Life LLC

6411 Howells Ferry Rd.

Mobile, AL 36618

Dear Resident,

Please be advised that the Mobile City Planning Commission will be reviewing an application for Rezoning and Conditional Use Permit approval for Branches of Life LLC. Applicant must notify all property owners within a 300-foot radius of the property.

The purpose of this letter is to inform you that Our mission is "At Branches of Life, we are dedicated to fostering a nurturing and empowering environment for girls aged 13-18. We believe in creating a haven that supports personal growth, healing, and education. Our mission is to inspire and equip each young woman with the confidence, life skills, and resilience needed to navigate their formative years successfully. Through personalized care, mentorship, and community engagement, we aim to empower our residents to reach their full potential, pursue their dreams, and make a positive impact on the world. We are committed to nurturing the unique strengths and talents of everyone, fostering a sense of belonging and community, and preparing them for a future filled with hope and possibilities. Branches of Life stands as a testament to the enduring power of support, growth, and empowerment, ensuring that every young woman can thrive and blossom into her best self."

A neighborhood meeting is scheduled at Orchard Elementary School gymnasium 6400 Howells Ferry Rd. for June 17, 2024 @ 6 P.M.

This letter will be the only notice delivered to your home regardless of the project duration, except for the public meeting scheduled for July 18, 2024, time TBD.

The Mobile City Planning Commission schedule is located on the internet: www.buildmobile.org then click on Boards & Commissions.

Very truly yours,

Anganatte Williams

NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning & Conditional Use Permit
Applicant: Shalonda Sewell
Phone#: 251.583.4641
Meeting Date: JUNE 17, 2024 24
Meeting Time: 6:00 PM
6400 Howells Ferry Rd
Meeting Location: Orchard Elementary School Mobile Alabama 36618

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

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

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

Commencing at the existing and accepted Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 5, Township 4 South, Range 2 West; said point being marked by an old concrete monument; thence North 00 degrees 33 minutes West and along the East line of the said Northeast Quarter of the Southeast Quarter and also being along the center line of Middle Ring Road Extension right-of-way (80 foot right-of-way not open) 848.39 feet to a point on the South right-of-way line of Howell's Ferry Road; thence South 81 degrees 31 minutes 27 seconds West and along the South right-of-way line of said road, 40.39 feet to the point of beginning; thence continue South 81 degrees 31 minutes 27 seconds West and along the South right-of-way line of Howell's Ferry Road 450.65 feet; thence South 00 degrees 33 minutes East 708.92 feet to a point on the North right-of-way line of the Illinois Central Gulf Railroad; thence South 64 degrees 45 minutes 22 seconds East and along the North right-of-way line of said railroad, 265.64 feet; thence North 25 degrees 14 minutes 38 seconds East and continuing along the North right-of-way line of said railroad, 50.00 feet; thence South 64 degrees 45 minutes 22 seconds East and continuing along the North right-of-way line of said railroad 205.93 feet; thence North 00 degrees 33 minutes West and along the West right-of-way line of Middle Ring Road Extension (80 foot right-of-way not open), 931.24 feet to the point of beginning. Containing 8.44 acres, more or less.

The classification of said property is hereby changed from R-1, Single-Family Residential District to R-3, Multiple-Family Residential District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multiple-Family Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multiple-Family Residential District until all of the conditions setforth below have been complied with: (1) dedication of 20' along Middle Ring Road right-of-way, in conformance with the Major Street Plan; (2) dedication of 100' along the south property line, in conformance with the Major Street Plan, exact location and design to be approved by the City Engineering Department and the Traffic Engineer; (3) denial of direct access to Middle Ring Road and Wulff Road Extension; (4) limited to the site plan submitted, as required to be revised by these approvals; (5) submission of a subdivision application or documentation to establish the parcel as a legal lot of record; and (6) Site to be used for Assisted Living Facility only; (7) full compliance with all municipal codes and ordinances, including the tree planting requirements of the Zoning Ordinances and the sidewalk requirements of the Subdivision Regulations.

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

adopted: MAR 18 1997



Glenda Morgan, City Clerk

Applicant
June Mayson (James H. Smith, Owner)
South side of Howell's Ferry Road, 300'+ West of Thistlewaite
Drive.
Council District 7



Plan Submission Contact Information

Name of Project Branches of Life, LLC

Address 6411 Howell's Ferry Road

Owner Anganette Williams d/b/a Serenity Senior Care, LLC

Address 6411 Howell's Ferry Road

Zip Code 36618

Phone 251-680-3182

Fax _____

Email anganette@yahoo.com

Authorized Agent Keri Coumanis

Address 150 Government St., PO Box 2767

Zip Code 36652

Phone 2514325521

Fax _____

Email krc@helmsinglaw.com

Contractor N/A

Address _____

Zip Code _____

Phone _____

Fax _____

Email _____

Civil Engineer N/A

Address _____

Zip Code _____

Phone _____

Fax _____

Email _____

Architect N/A

Address _____

Zip Code _____

Phone _____

Fax _____

Email _____

Submitted by:

Keri Coumanis

Signature

Print

6/17/2024

agent

Date

Affiliation to project/Organization

	Owner	Design Professional
Name:	Anganette Williams d/b/a	N/A
Firm:	Serenity Senior Care, LLC	
Phone:	251-680-3182	
Email:	anganette@yahoo.com	
Address:	6411 Howells Ferry Road, Mobile, AL 36618	

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

6411 Howells Ferry Road, Mobile, AL 36618	6.9 acres
Property Address 2803054000042002; Key No. 2039029	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) R-3 with use restriction	R-3
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

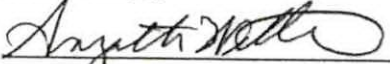
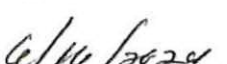
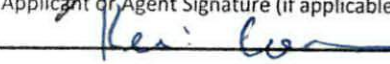
This requirement applies to any of the following applications:

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

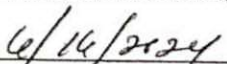
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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.

	
Owner Signature	Date
	
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.

	
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

Inst. # 2022032029 Pages: 1 of 3 I certify this instrument filed on: 5/4/2022 4:45 PM
Doc: D Don Davis, Judge of Probate Mobile County, AL Rec: \$20.50 DeedTx: \$600.00 MinT:
Clerk: KROBINSON ERecorded

REAL ESTATE VALIDATION FORM

The following information is provided pursuant to Alabama Code §40-22-1, and is verified by the signature of Grantor below:

Grantor's Name: HFR Investments, LLC

Mailing Address: 25325 Lakeside Terrace, Loxley, AL 36551

Grantee's Name: Serenity Senior Care LLC

Mailing Address: 6411 Howells Ferry Road, Mobile, AL 36618

Property Address: 6411 Howells Ferry Road, Mobile, AL 36618

Date of Sale: May 4th, 2022

Purchase Price: 600,000.00

Loan Amount: 500,000.00

Equity: 100,000.00

State of Alabama

County of Mobile

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **HFR Investments, LLC**, an Alabama Limited Liability Company, hereinafter the **GRANTOR**, in consideration of the sum of SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00) and other good and valuable consideration hereby acknowledged to have been paid to the said **GRANTOR** by **Serenity Senior Care LLC**, an Alabama Limited Liability Company, hereinafter called the **GRANTEE**, does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

Lot 1, The Woodlands West, according to the map or plat thereof recorded in Map Book 73, Page 10 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

Property located at: 6411 Howells Ferry Road, Mobile, AL 36618

2022-111

Inst. # 2022032029, at 5/4/2022 4:45 PM f 3

This conveyance is made subject to the following:

1. All interest in and to all oil, gas and other minerals in, on and/or under the said property including, but not limited to all oil, gas, sand and gravel in, on and under the said real property and all rights in connection therewith which have been previously conveyed to or reserved by others.
2. Building and setback lines, restrictions, covenants and conditions of record.
3. Building setback line, drainage and utility line easements and notes or restrictions as shown on recorded plat of said subdivision.
4. Easement granted Alabama Power Company by instrument recorded in Deed Book 231, Page 496.
5. Easement granted Alabama Power Company by instrument recorded in Real Property Book 4564, Page 911.
6. Mineral Deed recorded in Deed Book 373, Page 526.
7. Dedication to the City of Mobile for Wulff Road extension right-of-way as shown on plat recorded in Map Book 73, Page 10 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

together with all the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, in the manner and interest as set forth and stated hereinabove, and unto its successors and assigns, forever.

And, except as to taxes hereafter falling due, which are assumed by the Grantee, and except as herein otherwise provided, said Grantor does for itself and for its successors and assigns, hereby covenant with the Grantee herein, its successors and assigns, that the Grantor is seized of an indefeasible estate in fee simple in and to said property; that said property is free and clear of all encumbrances, and that the Grantor does hereby WARRANT AND DEFEND the title thereto, and the peaceable possession thereof unto the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal on this the 4th day of May, 2022.

HFR Investments, LLC, an Alabama Limited Liability Company

By: 
Greg Gontarski, member

Inst. # 2022032029, at 5/4/2022 4:45 PM of 3

STATE OF Al)COUNTY OF Baldwin)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Greg Gontarski**, whose name as member of **HFR Investments, LLC**, an Alabama Limited Liability Company, 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, he/she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 4th day of May, 2022.



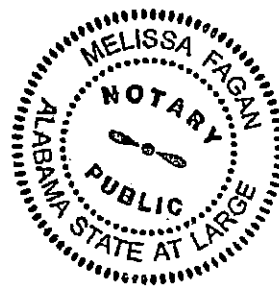
NOTARY PUBLIC

My Commission Expires: 9-7-24

(official seal)

This instrument prepared by:

Korinne Lassiter, Esq., 1058 West Schmitt Rd, Rossville, GA 30741



2022-111

3





Alabama Secretary of State



BRANCHES OF LIFE, LLC	
Entity ID Number	001-111-068
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	12/07/2023
Registered Agent Name	CORPORATE SERVICE CENTER, INC.
Registered Office Street Address	600 Boulevard South SW, Ste 104-P Huntsville, AL 35802
Registered Office Mailing Address	600 Boulevard South SW, Ste 104-P Huntsville, AL 35802
Nature of Business	
Organizers	
Organizer Name	Williams, Anganatte
Organizer Street Address	6411 Howells Ferry Rd Mobile, AL 36618
Organizer Mailing Address	6411 Howells Ferry Rd Mobile, AL 36618
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/07/2023 Certificate of Formation 4 pgs.

[Browse Results](#)
[New Search](#)



Alabama Secretary of State



Serenity Senior Care LLC	
Entity ID Number	001-003-598
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	02/18/2022
Registered Agent Name	Registered Agents Inc
Registered Office Street Address	212 W TROY ST STE B DOTHAN, AL 36303
Registered Office Mailing Address	212 W TROY ST STE B DOTHAN, AL 36303
Nature of Business	
Organizers	
Organizer Name	Williams, Anganatte
Organizer Street Address	PO BOX 180921 MOBILE, AL 36618
Organizer Mailing Address	PO BOX 180921 MOBILE, AL 36618
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/18/2022 Certificate of Formation 3 pgs.

[Browse Results](#)
[New Search](#)



Corporate Letter of Authorization

I, Anganette Williams, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Branches of Life, LLC a corporation for the property located within the city limits of Mobile, Alabama at 6411 Howell's Ferry Rd.

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

Leij Comanias
Designee (1)

251.432.5321
Email
krcehelm@siglan.com
Phone Number

Anganette Williams
Signature of Company Owner

Designee (2)

Email

Phone Number

6/14/2024
Date

Attn: Sheri Sewell-Hale
Branches of Life
6411 Howell's Ferry Road
Mobile, AL 36618

Keri Coumanis
Helmsing Leach, PC
PO Box 2767
Mobile, AL 36652

Danny & Rebecca Weems
Revocable Living Family Trust
6279 Howells Ferry Rd.
Mobile, AL 36618



Agenda Item # 12

ZON-UDC-002993-2024 & ZON-CUP-002994-2024

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

[Applicant Materials for Consideration – Rezoning](#)

[Applicant Materials for Consideration – Conditional Use Permit](#)

DETAILS

Location:

6411 Howells Ferry Road

Applicant / Agent:

Keri R. Coumanis, Helmsing Leach, P.C.

Property Owners:

Anganette Williams, Branches of Life, LLC

Current Zoning:

R-3, Multi-Family Residential Suburban District

Proposed Zoning:

R-3, Multi-Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-3, Multi-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District to remove a previous condition of rezoning approval limiting use of the site to an assisted living center.
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.
- Conditional Use Permit to allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District.

Commission Considerations:

1. Rezoning with two (2) conditions; and
2. To allow a Community Residence for 16 persons with ten (10) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	12	DATE	July 18, 2024
APPLICANT	Anganette Williams, Branches of Life, LLC		
REQUEST	Conditional Use Permit, Rezoning from R-3 to R-3		



SITE HISTORY

The site was the subject of one-lot subdivision approval by the Planning Commission in December 1996, the plat for which was subsequently recorded in Mobile County Probate Court. The Planning Commission also approved a request for Planning Approval to allow use of the property as an assisted living facility in an R-1, Single-Family Residential District.

Rezoning of the site to R-3, Multi-Family Residential District, was adopted by City Council at its March 18, 1997 meeting with the following conditions:

1. Dedication of 20' along Middle Ring Road right-of-way, in conformance with the Major Street Plan;
2. Dedication of 100' along the south property line, in conformance with the Major Street Plan, exact location and design to be approved by the City Engineering Department and the Traffic Engineer;
3. Denial of direct access to Middle Ring Road and Wulff Road Extension;
4. Limited to the site plan submitted, as required to be revised by [the] approvals;
5. Submission of a subdivision application or documentation to establish the parcel as a legal lot of record;
6. Site to be used for Assisted Living Facility only; and
7. Full compliance with all municipal codes and ordinances, including the tree planting requirements of the Zoning Ordinance and the sidewalk requirements of the Subdivision Regulations.

There are no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Rezoning

The purpose of the rezoning request is to remove a previous condition of rezoning approval limiting use of the site to an assisted living facility.

The site is across the street from an elementary school zoned R-1, Single-Family Residential District, to the North; it adjoins vacant property zoned R-1, Single-Family Residential Suburban District, to the West; and is adjacent to public, unopened street right-of-way to the East, and railroad right-of-way and unopened street right-of-way to the South. To the East of the unopened street right-of-way are properties zoned R-1, Single-Family Residential Suburban District, most of which are developed with single-family dwellings.

The applicant submitted a site plan depicting the existing building that was most recently used as an assisted living facility. Future improvements to the site are also illustrated and include a second building and additional parking. No timeline was submitted outlining when these improvements will be made.

It should be noted that another condition of approval of the rezoning limited development of the site to the original site plan of the assisted living facility, which depicted the aforementioned improvements as a future phase. As the applicant states that they only propose to use the existing facility at this time, if development of the future phase is anticipated, the applicant will need to first obtain approval of a modified Conditional Use Permit.

Minutes from the July 11, 1996 Planning Commission meeting, at which the rezoning was initially considered, indicate that use of the property as an assisted living facility was not a concern for neighboring property owners; they were, however, concerned that an R-3 zoning designation would allow other uses of the property that would not be compatible with the surrounding neighborhood. As a result, the Planning Commission and City Council approved the rezoning with the use restriction.

At the neighborhood meeting held for the purpose of discussing the rezoning application at hand, no objections to the request were noted.

Conditional Use Permit

The applicant is requesting a Conditional Use Permit to allow use of the existing building on the property as a Community Residence for 16 people. Specifically, the applicant would like to operate a residential facility where girls aged 13-18 will be provided counseling, educational services, work force training, and any other assistance necessary to meet their needs. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report. In summary, the applicant suggests that use of the property as a community residence for 16 people is similar enough to the former assisted living facility such that it will maintain the existing character of the surrounding neighborhood.

As mentioned, the applicant submitted a site plan depicting the existing building that was most recently used as an assisted living facility. Future improvements to the site are also illustrated and include a second building and additional parking. No timeline was submitted outlining when these improvements will be made.

There are 24 parking spaces illustrated on the site plan, but staff cannot determine if this is an adequate amount of parking as no parking calculations are provided. According to Table 64-3-12.1 in Article 3 of the Unified Development Code (UDC), one (1) parking space is required per four (4) bedrooms. As such, if approved, a table with the required parking calculations should be provided on a revised site plan, including the number of existing and proposed bedrooms.

As mentioned, the applicant has stated that their intent is to use the existing building. As such, if development of the future phase is anticipated, the applicant will need to a new Conditional Use Permit application.

Prior to recording of the site plan in Mobile County Probate Court, a revised plan stating that a new Conditional Use Permit application will be required for the proposed second building.

The applicant states in their narrative that the residents will be on-site 24 hours each day, and that the facility will have two (2) employee shifts. The applicant did not provide the number of employees.

It should that, if approved, the Community Residence will be limited to the scope of operations within the existing building provided with this application, including the number of people being cared for. Any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council. This information should be provided as a note on the revised site plan.

REZONING CONSIDERATIONS

Standards of Review:

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

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not

a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

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

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

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to R-3, the following conditions could apply:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and
2. Full compliance with all municipal codes and ordinances.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:

- (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
- 2. Is compatible with the character of the surrounding neighborhood;
 - 3. Will not impede the orderly development and improvement of surrounding property; and
 - 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. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
 - 5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
 - 6. Is designed to minimize the impact on storm water facilities;
 - 7. Will be adequately served by water and sanitary sewer services;
 - 8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
 - 9. Shall not be detrimental to or endanger the public health, safety or general welfare.
 - 10. 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.
 - 11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to Community Residences with more than five (5) residences, which include:

- A. The applicant demonstrates that the proposed Community Residence will be compatible with the residential uses allowed as of right in the Zoning District;
- B. When the proposed Community Residence would be located in a single-family zoning district, the Applicant demonstrates that the proposed Community Residence will not alter the residential stability of the single-family zoning district;
- C. The Applicant specifies by how many individuals it wishes to exceed the as of right maximum of four (4) residents and adequately demonstrates the financial and/or therapeutic need to house the proposed number of residents;
- D. The primary function of the proposed Community Residence is residential where any treatment is merely incidental to the residential use of the property;
- E. The Applicant demonstrates that it will ensure that the proposed Community Residence emulates a biological family and operates as a functional family rather than as an institution, boarding house, Nursing Home, short-term rental, continuing care facility, Hotel/Motel, treatment center, rehabilitation center or a non-residential use;
- F. The Applicant demonstrates that the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
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. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

- 1) Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
- 2) Use is limited to the existing building;
- 3) Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
- 4) Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
- 5) Compliance with all Engineering comments noted in this staff report;
- 6) Compliance with all Traffic Engineering comments noted in this staff report;
- 7) Compliance with all Urban Forestry comments noted in this staff report;
- 8) Compliance with all Fire Department comments noted in this staff report;
- 9) Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
- 10) Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



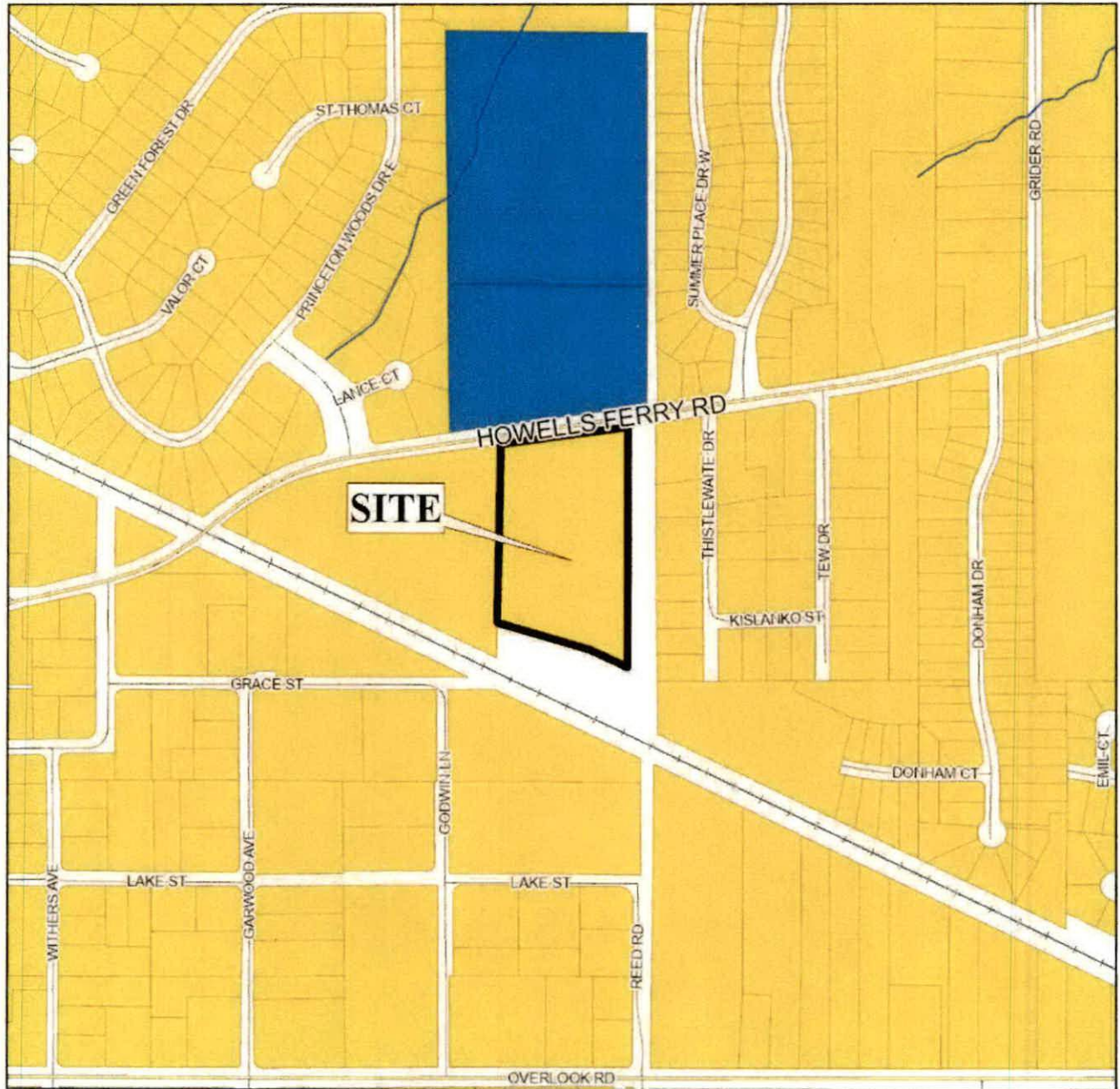
APPLICATION NUMBER 12 DATE July 18, 2024

APPLICANT Anganette Williams, Branches of Life, LLC

REQUEST Conditional Use Permit, Rezoning from R-3 to R-3



FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE July 18, 2024
 APPLICANT Anganette Williams, Branches of Life, LLC
 REQUEST Conditional Use Permit, Rezoning from R-3 to R-3

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	



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 12 DATE July 18, 2024

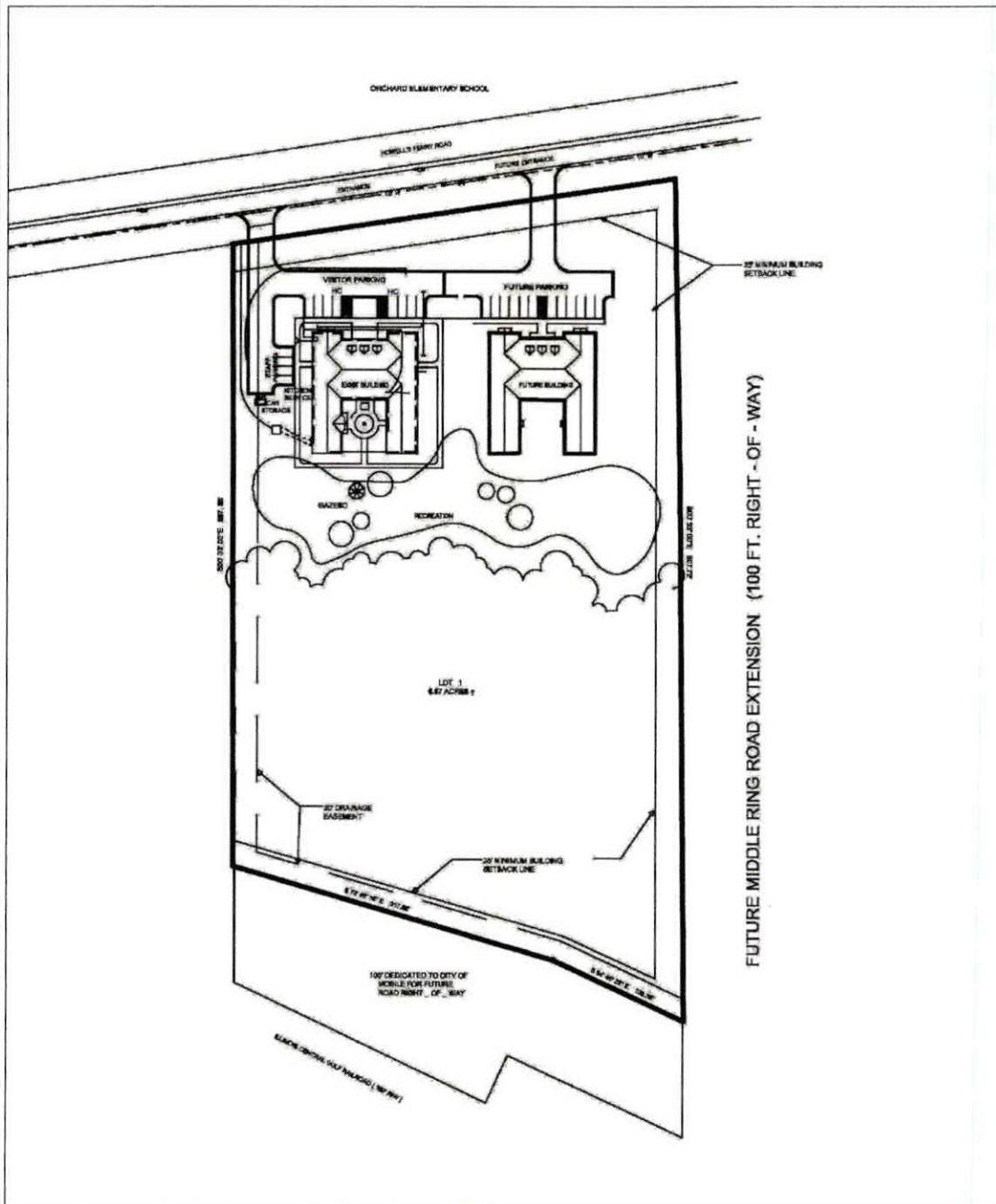
APPLICANT Anganette Williams, Branches of Life, LLC

REQUEST Conditional Use Permit, Rezoning from R-3 to R-3

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



SITE PLAN



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

APPLICATION NUMBER 12 DATE July 18, 2024

APPLICANT Anganette Williams, Branches of Life, LLC

REQUEST Conditional Use Permit, Rezoning from R-3 to R-3

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NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

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

Zoning District Correspondence Matrix

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

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.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 6411 Howells Ferry Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 6, 2024**, a public hearing will be held on the **10th** day of **September**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 6411 Howells Ferry Road from R-3, Multi-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District, to remove a previous condition of rezoning approval limiting use of the site.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT 1, THE WOODLANDS WEST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 73, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

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

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of September, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 14th day of August, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6411 Howells Ferry Road.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-3, Multi-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in R-3 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in R-3 districts until the following conditions have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all municipal codes and ordinances.

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

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

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

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

LOT 1, THE WOODLANDS WEST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 73, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

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

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

Adopted:

Lisa Lambert, City Clerk

**Anganette Williams, Branches of Life, LLC
(Keri R. Coumanis, Helmsing Leach, P.C., Agent)
6411 Howells Ferry Road
Council District 7
Gina Gregory**



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 19, 2024

Anganette Williams
Branches of Life, LLC
6411 Howells Ferry Road
Mobile, Alabama 36618

Re: 6411 Howells Ferry Road
ZON-UDC-002993-2024
Anganette Williams, Branches of Life, LLC (Keri Coumanis, Helmsing Leach, P.C. Agent)
District 7
Rezoning from Multi-Family Residential Suburban District (R-3) to Multi-Family Residential Suburban District (R-3), to remove a previous condition of rezoning approval limiting use of the site to an assisted living center.

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

At its meeting on July 18, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to R-3, Multi-Family Residential Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and,
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to R-3, Multi-Family Residential Suburban District, subject to the following conditions:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$291.84**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: _____



Bert Hoffman

Deputy Director of Long Range Planning



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

July 31, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on July 18, 2024 considered the request of **Anganette Williams, Branches of Life, LLC** for a change in zoning from **R-3, Multi-Family Residential Suburban District**, to **R-3, Multi-Family Residential Suburban District**, to remove a previous condition of rezoning approval limiting use of the site to an assisted living center for the property located at **6411 Howells Ferry Road**.

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

Copies of the application and reports are attached.

Sincerely,

Bert Hoffman
Deputy Director, Long Range Planning Department

dla
Attachments



HELMSING
LEACH
ATTORNEYS AT LAW

KERI RENEE COUMANIS
Direct Dial: 251-432-5521
E-Mail: krc@helmsinglaw.com

July 29, 2024

VIA HAND DELIVERY

The City of Mobile, Alabama
Mobile City Planning Commission

Re: District 7 Rezoning from Multi-Family Residential Suburban District (R-3) to Multi-Family Residential Suburban District (R-3), to remove a previous condition of rezoning approval limiting use of the site to an assisted living center.

Dear Mobile City Planning Commission:

Enclosed, please find a copy of your letter to Angenette Williams, Branches of Life, LLC, along with a check in the amount of \$291.84, made payable to the City of Mobile, for the advertising fee for the above referenced application.

Please contact me should you have any questions.

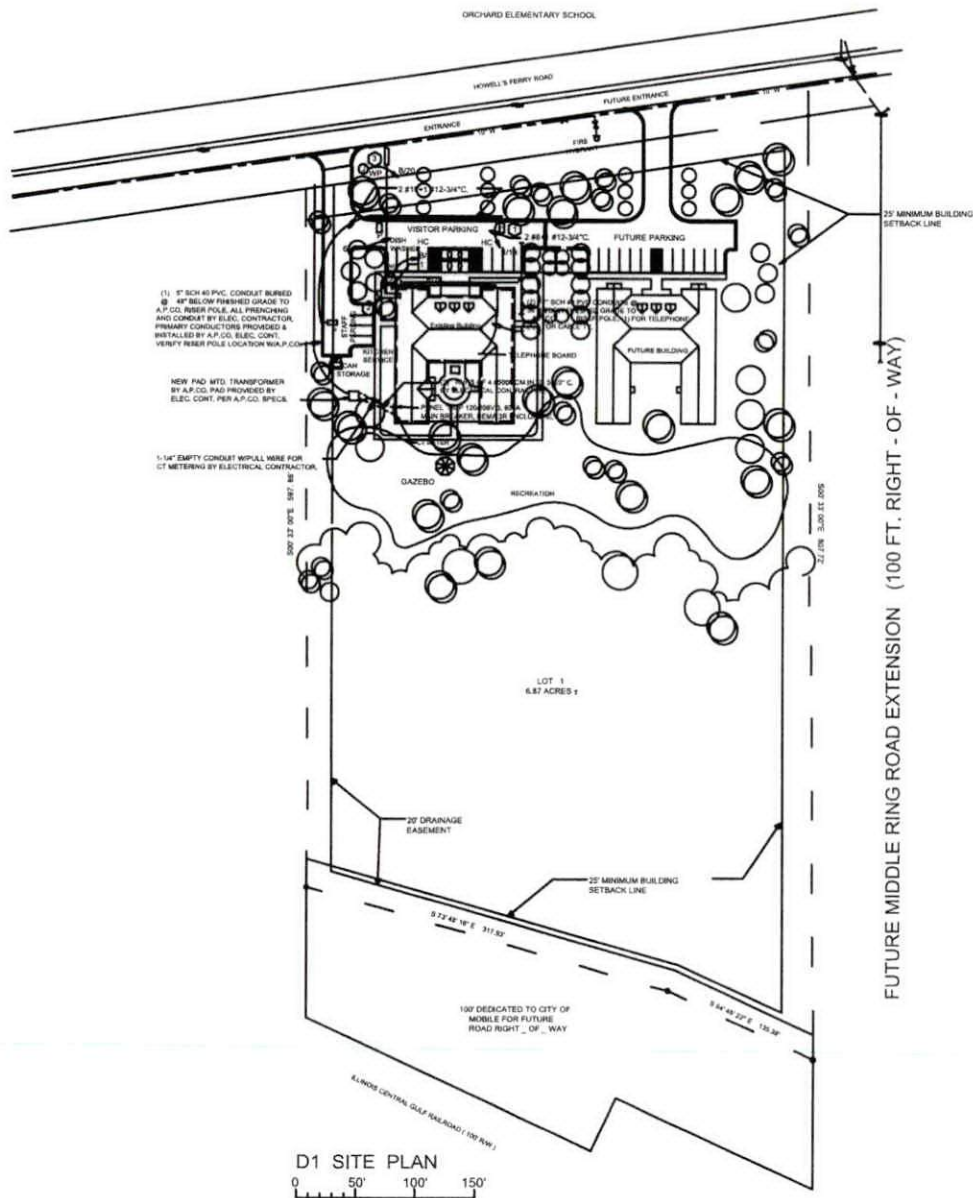
FOR THE FIRM,

Keri Coumanis

KRC/khb
Enclosures

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com
Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC



- NOTES**
- 1. CONTRACTOR SHALL VERIFY EXACT LOCATION OF MAIN SANITARY SEWER LINE AND MAKE CONNECTION.
 - 2. REMOTE MARIJUANA CONNECTION. SEE ARCHITECTURAL DRAWING FOR EXACT LOCATION.
 - 3. ABOVE GROUND DOUBLE CHECK BACKFLOW PREVENTER EQUAL TO WATTS SERIES FOR BACKFLOW PREVENTER TO BE PAINTED COLOR TO BE SELECTED BY ARCHITECT. PROVIDE HEAT TRACE AND INSULATION.

Parking Compliance Requirements: 1 + 1 per 4 bedrooms

Total Bedrooms = 16
 Parking Required = 5 spaces
 Parking Provided = 16 spaces

Note:
 Owner/occupant acknowledges any changes in the scope of operations or to the Site, including the construction of the "Future Building" will require an additional Conditional Use Permit Approval.
 Dated: July 18, 2024.

REVISED
 07/22/2024

D1 SITE PLAN
 0 50' 100' 150'



ARCHITECTURE AND DESIGN, INC.
 1102 S. DAUPHIN STREET
 MOBILE, ALABAMA 36604
 TEL: 334.433.7868

6411 HOWELL'S FERRY ROAD
 ALABAMA
 MOBILE

Sheet Title
SITE PLAN

REVISIONS		
No.	Date	Description

Project No. 9816
 Date 24 MARCH 1997
 Sheet No. **U1**
 ADPH A-97-197

Hoffman, Bert

From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Friday, July 19, 2024 4:26 PM
To: Hoffman, Bert; Anderson, Logan
Subject: RE: Revised Site Plan: 6411 Howells Ferry Road
Attachments: Site plan with parking and occupancy requirements added.pdf

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.

Good afternoon,

Please see attached, revised site plan to include parking information and confirmation that the CUP is limited to the current structure and occupancy.

The owners are anxious to move forward to the City Council.

Thank you and have a great weekend,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 432-5521
www.helmsinglaw.com

From: Hoffman, Bert <hoffmanb@cityofmobile.org>
Sent: Thursday, July 18, 2024 3:17 PM
To: Keri Coumanis <KRC@helmsinglaw.com>
Subject: RE: Revised Site Plan: 6411 Howells Ferry Road

Thank you.

Bert Hoffman

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

From: Keri Coumanis <KRC@helmsinglaw.com>

Sent: Thursday, July 18, 2024 1:59 PM

To: Hoffman, Bert <hoffmanb@cityofmobile.org>; Anderson, Logan <dlogananderson@cityofmobile.org>

Subject: Revised Site Plan: 6411 Howells Ferry Road

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.

Please see attached, a revised site plan to include parking information.

Keri



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 19, 2024

Anganette Williams
Branches of Life, LLC
6411 Howells Ferry Road
Mobile, Alabama 36618

Re: 6411 Howells Ferry Road
ZON-UDC-002993-2024
Anganette Williams, Branches of Life, LLC (Keri Coumanis, Helmsing Leach, P.C. Agent)
District 7
Rezoning from Multi-Family Residential Suburban District (R-3) to Multi-Family Residential Suburban District (R-3), to remove a previous condition of rezoning approval limiting use of the site to an assisted living center.

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

At its meeting on July 18, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to R-3, Multi-Family Residential Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and,
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-002993-2024 6411 Howells Ferry Road
July 19, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property to R-3, Multi-Family Residential Suburban District, subject to the following conditions:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$291.84**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 

Bert Hoffman

Deputy Director of Long Range Planning



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:	Anganette Williams	Keri R. Coumanis
Firm:	Branches of Life, LLC	Helmsing Leach, P.C.
Phone:	251-680-3182	251-432-5521
Email:	anganette@yahoo.com	krc@helmsinglaw.com
Address:	6411 Howells Ferry Road, Mobile, AL 36618	PO Box 2767, Mobile, AL 36652

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:	Anganette Williams d/b/a	N/A
Firm:	Serenity Senior Care, LLC	
Phone:	251-680-3182	
Email:	anganette@yahoo.com	
Address:	6411 Howells Ferry Road, Mobile, AL 36618	

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

6411 Howells Ferry Road, Mobile, AL 36618	6.9 acres
Property Address 2803054000042002; Key No. 2039029	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) R-3 with use restriction	R-3
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

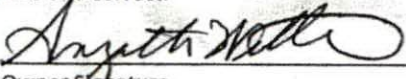
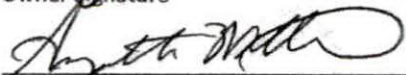
This requirement applies to any of the following applications:

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

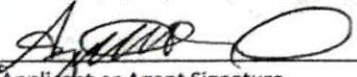
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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.

	
Owner Signature	Date
	
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.

	
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 B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
The subject property is currently zoned R-3 and houses a multifamily structure; however, this zoning is the subject of use restriction. See Ord. No. 64-015 ("site to be used for assisted living facility only"). The purpose of this rezoning is to remove the use restriction so that the current structure may be used as a community residential facility for young women, ages 13-18. The proposal aligns with the Map for Mobile because it provides an alternative housing arrangement; thereby meeting the City's goal to provide a "mix of housing types that provides for residents' diverse needs." See Map for Mobile, pg. 7.

Low Density Residential

Future Land Use Map (FLUM) Designation

R--3

Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
The proposal will address and meet a community need by providing housing, in cooperation with the State of Alabama Department of Human Resources, to a segment of the youth population in need of housing and who lack any other alternatives.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
There is an increased need for a mix of housing options, accommodating a wide variety of needs. The structure on this site has been vacant for many years. Removing the use restriction allows the facility to be used to meet the needs of the community.

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

1. Describe the current development trends in the area of the property.
The property was rezoned in 1997 from R-1 to R-3. There have not been any more recent development trends.

2. Describe the surrounding land uses.
The property sits directly across the street from an established elementary school; adjacent to this property, both east and west of the school, are established single family neighborhoods. This property is unusual because it is bordered, to the east, by unopened ROW and to the south by a rail line. The property immediately to the west is undeveloped parcel, which is also bound on its western and southern property lines by the rail line.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
Branches of Life does not foresee any adverse impacts; the proposed use is materially similar to the site's former use as an assisted living facility. Because the proposed use will house a younger generation of clients, there will be less impacts to the neighborhood (for example, no emergency response vehicles).

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
Yes; the property was formerly used as an assisted living facility. The proposed residential facility will not place any more burden on the utilities.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
The proposal serves a community need -- to house minors in need of housing. The caregivers at the facility will be working with the residents to ensure they maintain their education and create a plan for their future.

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

To the applicant's best knowledge, there are no specific area plans pertaining to this site.



Plan Submission Contact Information

Name of Project Branches of Life, LLC

Address 6411 Howell's Ferry Road

Owner Anganette Williams d/b/a Serenity Senior Care, LLC

Address 6411 Howell's Ferry Road Zip Code 36618

Phone 251-680-3182 Fax _____ Email anganette@yahoo.com

Authorized Agent Keri Coumanis

Address 150 Government St., PO Box 2767 Zip Code 36652

Phone 2514325521 Fax _____ Email krc@helmsinglaw.com

Contractor N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:  Keri Coumanis

Signature _____ Print _____

6/17/2024 agent

Date _____ Affiliation to project/Organization _____

	Owner	Design Professional
Name:	Anganette Williams d/b/a	N/A
Firm:	Serenity Senior Care, LLC	
Phone:	251-680-3182	
Email:	anganette@yahoo.com	
Address:	6411 Howells Ferry Road, Mobile, AL 36618	

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

6411 Howells Ferry Road, Mobile, AL 36618	6.9 acres
Property Address 2803054000042002; Key No. 2039029	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) R-3 with use restriction	R-3
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

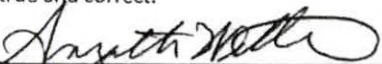
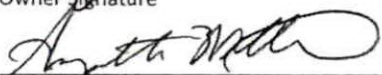
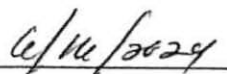
This requirement applies to any of the following applications:

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

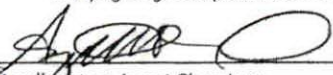
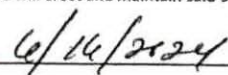
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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.

	
Owner Signature	Date
	
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.

	
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 2013



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

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

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

Commencing at the existing and accepted Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 5, Township 4 South, Range 2 West; said point being marked by an old concrete monument; thence North 00 degrees 33 minutes West and along the East line of the said Northeast Quarter of the Southeast Quarter and also being along the center line of Middle Ring Road Extension right-of-way (80 foot right-of-way not open) 848.39 feet to a point on the South right-of-way line of Howell's Ferry Road; thence South 81 degrees 31 minutes 27 seconds West and along the South right-of-way line of said road, 40.39 feet to the point of beginning; thence continue South 81 degrees 31 minutes 27 seconds West and along the South right-of-way line of Howell's Ferry Road 450.65 feet; thence South 00 degrees 33 minutes East 708.92 feet to a point on the North right-of-way line of the Illinois Central Gulf Railroad; thence South 64 degrees 45 minutes 22 seconds East and along the North right-of-way line of said railroad, 265.64 feet; thence North 25 degrees 14 minutes 38 seconds East and continuing along the North right-of-way line of said railroad, 50.00 feet; thence South 64 degrees 45 minutes 22 seconds East and continuing along the North right-of-way line of said railroad 205.93 feet; thence North 00 degrees 33 minutes West and along the West right-of-way line of Middle Ring Road Extension (80 foot right-of-way not open), 931.24 feet to the point of beginning. Containing 8.44 acres, more or less.

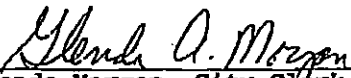
The classification of said property is hereby changed from R-1, Single-Family Residential District to R-3, Multiple-Family Residential District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multiple-Family Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multiple-Family Residential District until all of the conditions setforth below have been complied with: (1) dedication of 20' along Middle Ring Road right-of-way, in conformance with the Major Street Plan; (2) dedication of 100' along the south property line, in conformance with the Major Street Plan, exact location and design to be approved by the City Engineering Department and the Traffic Engineer; (3) denial of direct access to Middle Ring Road and Wulff Road Extension; (4) limited to the site plan submitted, as required to be revised by these approvals; (5) submission of a subdivision application or documentation to establish the parcel as a legal lot of record; and (6) Site to be used for Assissted Living Facility only; (7) full compliance with all municipal codes and ordinances, including the tree planting requirements of the Zoning Ordinances and the sidewalk requirements of the Subdivision Regulations.

AN ORDINANCE

1996

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

adopted: MAR 18 1997



Glenda Morgan, City Clerk

Applicant

June Mayson (James H. Smith, Owner)
South side of Howell's Ferry Road, 300'+ West of Thistlewaite
Drive.
Council District 7

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
The meeting was held on Monday, June 17, at Orchard Elementary school. Please see attached notification letter with the date and time of the meeting.

2. What information was presented at the meeting?
Ms. Williams and Ms. Sewell told the attendees a little about who they are and what the Branches of Life facility will be. Ms. Sewell spoke about the need for a residential home for girls in our community, given the lack of foster parents.

3. What concerns were raised during the meeting?
Two citizens were in attendance. One asked whether transgender youth would be placed in the facility. Ms. Barnes, a Baldwin County DHR social worker, said no. The other attendee asked whether the facility would ever be turned into a facility for boys. The speakers explained, no, because there is not a need for a boys facility.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
No.

Neighborhood Meeting

Date: 6/17/2024

Time: 6:00

Location of Neighborhood Meeting: Orchard Elementary

Project Location: 6411 Howells Ferry Rd. Mobile, AL 36618

Project/Application (e.g. Rezoning from R-1 to B-1): _____

Rezoning and Conditional Use Permit

Applicant's Signature Attesting to the Accuracy of This Sheet:

x  Date: 6/17/2024

Please Sign In:

Name: DIANE ANTRAM Email: _____

Address: 1717 Thistlewaite Dr Phone: 251-377-0308

Name: David Johnson Email: _____

Address: _____ Phone: 251-406-0228

Name: Radjanique Barnes Email: _____

Address: _____ Phone: 251-210-7064

Name: Sheri Sewell-Holt Email: sheri.sewell@yahoo.com

Address: _____ Phone: 251-585-3074

Neighborhood Meeting Sign-In Sheet

Date: 6/17/2024
Applicant: Anjanette Williams

Meeting Location: Orchard Elementary
Application(s): Rezoning and Conditional Use Perm

Name: Anjanette Williams Email: anjanette@yahoo.com
Address: 1617 Danham Dr. Mobile, AL 36618 Phone: 251-680-3182

Name: Shalinda Sewell Email: shalindasewell@yahoo.com
Address: 273 Cedar Dr. Mobile, AL 36617 Phone: 251-583-4641

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 6/17/2024 _____

Meeting Time: 6:00 p.m. _____

Meeting Location: _____
Orchard Elementary School Gymnasium

Below is a summary of the proposed project presented at the Neighborhood Meeting:
Branches of Life envision a world where every young girl regardless of background or challenges she has faced is empowered to realize her full potential and lead a life marked by success, resilience, and fulfillment. We strive to become a beacon of hope and transformation, where our residents not only overcome their immediate circumstances but also emerge as leaders and changemakers within their communities. Our vision extends beyond the walls of our residential home, aiming for a future where society embraces and supports the growth and contributions of its young women, recognizing their strength, diversity, and potential to shape a brighter and more inclusive world.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Brochure

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

The meeting started at 6:00pm. Introduction speaker was made by Sheri Sewell-Hale Executive Director of Operation. Aneanatte Williams (Owner) and Shalonda Sewell (Owner). Rodianlque Barnes (Social worker) Baldwin County Department of Human Resources. After the introductions were done, Shalonda Sewell spoke about why the need for this residential facility is needed. She stated that the facility is needed for the girls due to the lack of girl's homes and foster parents. Aneanatte Williams spoke on why she initially purchased the facility and why she decided to turn it into a residential home for girls. Rodianlque shared information about the foster care system, why foster parents are important and why a facility like Branches of Life will serve as a safe haven for children in the custody of the Department of Human Resources. Only two members in the 300ft distance of the facility attended the meeting. Mrs. Sewell-Hale then opened the floor for question. David Johnson asked about transgender being housed in the facility and Ms. Barnes stated

that DHR does their best to place those children in a home where there are no other children in the home. Diana Anitriam asked would we ever consider transitioning the center into a boy's home and the answer was no because there is not a need for a boys' facility. All questions were answered, and the meeting ended at 6:45 p.m.

NEIGHBOR NOTIFICATION

RE: Branches of Life LLC

6411 Howells Ferry Rd.

Mobile, AL 36618

Dear Resident,

Please be advised that the Mobile City Planning Commission will be reviewing an application for Rezoning and Conditional Use Permit approval for Branches of Life LLC. Applicant must notify all property owners within a 300-foot radius of the property.

The purpose of this letter is to inform you that Our mission is "At Branches of Life, we are dedicated to fostering a nurturing and empowering environment for girls aged 13-18. We believe in creating a haven that supports personal growth, healing, and education. Our mission is to inspire and equip each young woman with the confidence, life skills, and resilience needed to navigate their formative years successfully. Through personalized care, mentorship, and community engagement, we aim to empower our residents to reach their full potential, pursue their dreams, and make a positive impact on the world. We are committed to nurturing the unique strengths and talents of everyone, fostering a sense of belonging and community, and preparing them for a future filled with hope and possibilities. Branches of Life stands as a testament to the enduring power of support, growth, and empowerment, ensuring that every young woman can thrive and blossom into her best self."

A neighborhood meeting is scheduled at Orchard Elementary School gymnasium 6400 Howells Ferry Rd. for June 17, 2024 @ 6 P.M.

This letter will be the only notice delivered to your home regardless of the project duration, except for the public meeting scheduled for July 18, 2024, time TBD.

The Mobile City Planning Commission schedule is located on the internet: www.buildmobile.org then click on Boards & Commissions.

Very truly yours,

Anganatte Williams

NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application

Request: Rezoning & Conditional Use Permit

Applicant: Shalonda Sewell

Phone#: 251.583.4641

Meeting Date: JUNE 17, 2024

Meeting Time: 6:00 PM

6400 Howells Ferry Rd

Meeting Location: Orford Elementary School Mobile Alabama 36688

Inst. # 2022032029 Pages: 1 of 3 I certify this instrument filed on: 5/4/2022 4:45 PM
Doc: D Don Davis, Judge of Probate Mobile County, AL Rec: \$20.50 DeedTx: \$600.00 MinT:
Clerk: KROBINSON ERecorded

REAL ESTATE VALIDATION FORM

The following information is provided pursuant to Alabama Code §40-22-1, and is verified by the signature of Grantor below:

Grantor's Name: HFR Investments, LLC

Mailing Address: 25325 Lakeside Terrace, Loxley, AL 36551

Grantee's Name: Serenity Senior Care LLC

Mailing Address: 6411 Howells Ferry Road, Mobile, AL 36618

Property Address: 6411 Howells Ferry Road, Mobile, AL 36618

Date of Sale: May 4th, 2022

Purchase Price: 600,000.00

Loan Amount: 500,000.00

Equity: 100,000.00

State of Alabama

County of Mobile

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **HFR Investments, LLC**, an Alabama Limited Liability Company, hereinafter the **GRANTOR**, in consideration of the sum of SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00) and other good and valuable consideration hereby acknowledged to have been paid to the said **GRANTOR** by **Serenity Senior Care LLC**, an Alabama Limited Liability Company, hereinafter called the **GRANTEE**, does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

Lot 1, The Woodlands West, according to the map or plat thereof recorded in Map Book 73, Page 10 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

Property located at: 6411 Howells Ferry Road, Mobile, AL 36618

This conveyance is made subject to the following:

1. All interest in and to all oil, gas and other minerals in, on and/or under the said property including, but not limited to all oil, gas, sand and gravel in, on and under the said real property and all rights in connection therewith which have been previously conveyed to or reserved by others.
2. Building and setback lines, restrictions, covenants and conditions of record.
3. Building setback line, drainage and utility line easements and notes or restrictions as shown on recorded plat of said subdivision.
4. Easement granted Alabama Power Company by instrument recorded in Deed Book 231, Page 496.
5. Easement granted Alabama Power Company by instrument recorded in Real Property Book 4564, Page 911.
6. Mineral Deed recorded in Deed Book 373, Page 526.
7. Dedication to the City of Mobile for Wulff Road extension right-of-way as shown on plat recorded in Map Book 73, Page 10 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

together with all the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, in the manner and interest as set forth and stated hereinabove, and unto its successors and assigns, forever.

And, except as to taxes hereafter falling due, which are assumed by the Grantee, and except as herein otherwise provided, said Grantor does for itself and for its successors and assigns, hereby covenant with the Grantee herein, its successors and assigns, that the Grantor is seized of an indefeasible estate in fee simple in and to said property; that said property is free and clear of all encumbrances, and that the Grantor does hereby forever WARRANT AND DEFEND the title thereto, and the peaceable possession thereof unto the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal on this the 4th day of May, 2022.

HFR Investments, LLC, an Alabama Limited Liability Company

By: 
Greg Gontarski, member

Inst. # 2022032029, at 5/4/2022 4:45 PM, of 3

STATE OF Al)COUNTY OF Baldwin)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Greg Gontarski**, whose name as member of **HFR Investments, LLC**, an Alabama Limited Liability Company, 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, he/she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 4th day of May, 2022.

Melissa Fagan

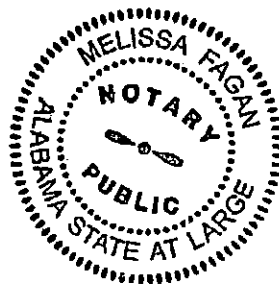
NOTARY PUBLIC

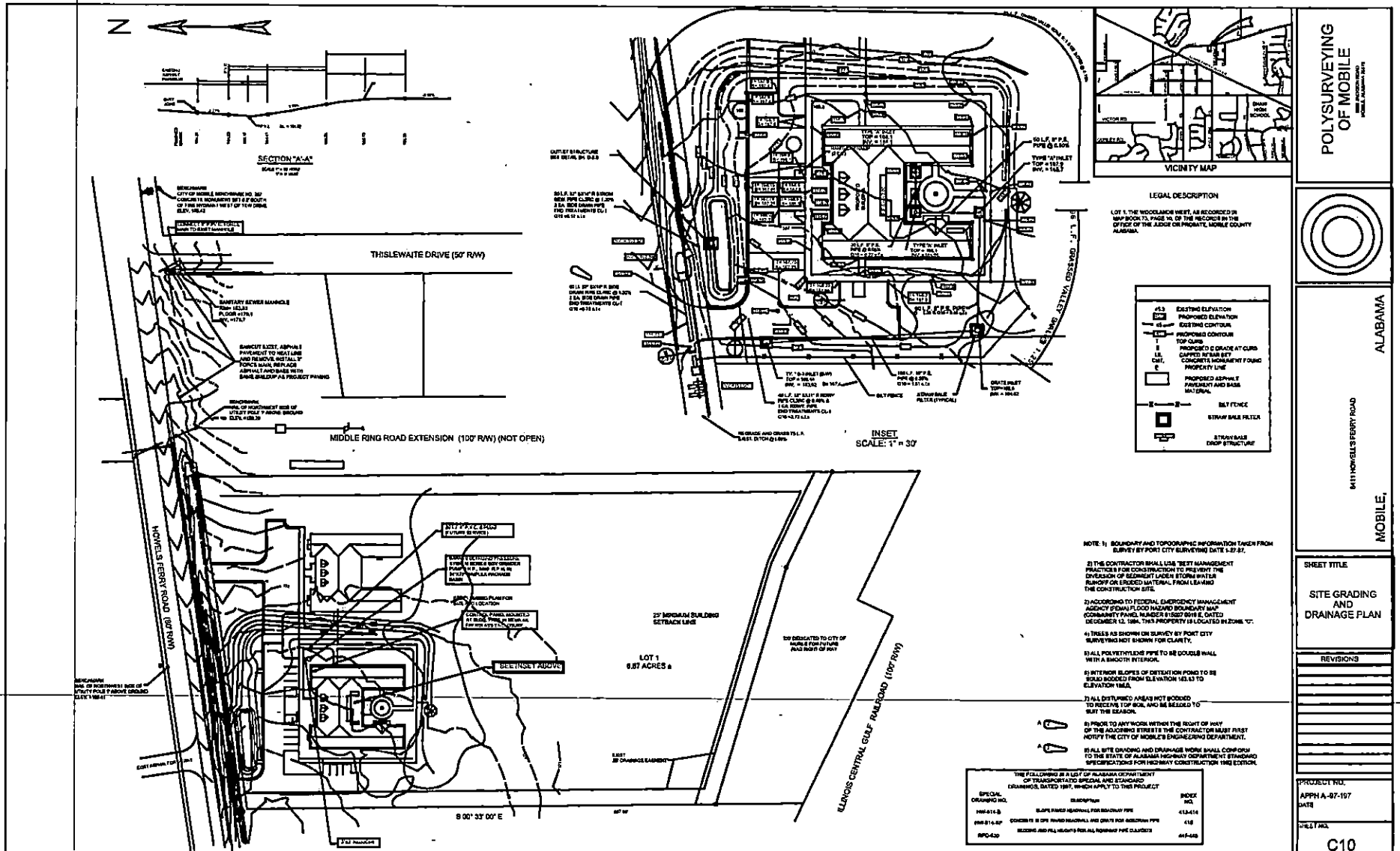
My Commission Expires: 9-7-24

(official seal)

This instrument prepared by:

Korinne Lassiter, Esq., 1058 West Schmitt Rd, Rossville, GA 30741





POLYSURVEYING
OF MOBILE
MOBILE, ALABAMA 36688

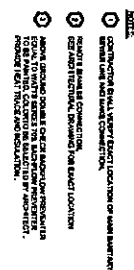
ALABAMA

MOBILE, ALABAMA

SHEET TITLE
SITE GRADING
AND DRAINAGE PLAN

REVISIONS

PROJECT NO.
APPH A-87-107
DATE
JULY 1997
C10

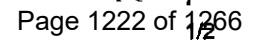


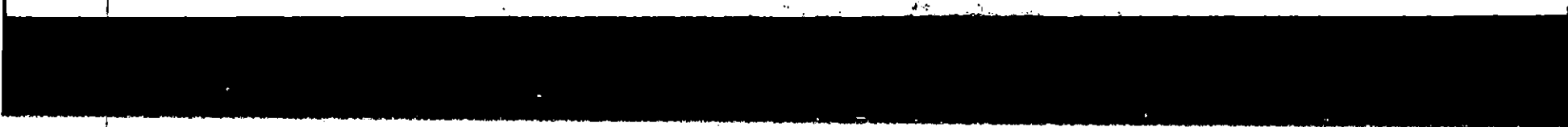
D1 SITE PLAN

0 50' 100' 150'



1102 b dauphin street mobile, alabama 36604
334/433-7888 fax 334/433-7889





Katrice Sullivan
1855 Summer Place Dr. W
Mobile, Al 36618

Melvin Polk Jr. 6937Axis St. SE
Lacey, WA 98513

Roosevelt & Lillie Samuels 1709
Thistle Dr.
Mobile, Al 36618

Antram Diane
1717 Thistlewaite Dr.
Mobile, Al 36618

Charles & Genieva King
P.O. Box 160606
Mobile, Al 36618

Carlos Nazario
1713 Thisttewaite Dr.
Mobile. Al 36575

Patrice Johnson 1601 Godwin
Lane
Mobile, Al 36618

Rashiadah Saafir 6401 Lance Ct.
Mobile, Al 36575

Board of Schools Commisioners
of Mobile County
1 Magnum Pass
Mobile, Al 36618

Harvey & Janita Mccreary 6405
Lance Ct.
Mobile, Al 36618

April Bell
6308 Howells Ferry Rd. Mobile,
Al 36618

Benjamin Carl& Mollie Frazier
1700 Princeton woods
Mobile, AL36618

Jessica Pettway
6304 Howells Ferry Rd Mobile,
Al 36618

John Smith
1555 Declaration CV
Conway, AR 72034

Mario & Clarice Osborne 6300
Howells Ferry Rd. Mobile, Al
36618

Marc Jean Prescott P.O.Box 1
Thomasville, AL36784

Jennifer Kennedy
1859 Summer Place Dr. w
Mobile, AL36618

Danny & Rebecca Weemes
6279 Howells Ferry Rd.
Mobile, AL36618

Katrice Sullivan
1855 Summer Place Dr. W
Mobile, Al 36618

Melvin Polk Jr. 6937Axis St. SE
Lacey, WA 98513

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1859 Summer Place Dr. w
Mobile, AL36618

Danny & Rebecca Weemes
6279 Howells Ferry Rd.
Mobile, AL36618



Alabama Secretary of State



BRANCHES OF LIFE, LLC	
Entity ID Number	001-111-068
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	12/07/2023
Registered Agent Name	CORPORATE SERVICE CENTER, INC.
Registered Office Street Address	600 Boulevard South SW, Ste 104-P Huntsville, AL 35802
Registered Office Mailing Address	600 Boulevard South SW, Ste 104-P Huntsville, AL 35802
Nature of Business	
Organizers	
Organizer Name	Williams, Anganatte
Organizer Street Address	6411 Howells Ferry Rd Mobile, AL 36618
Organizer Mailing Address	6411 Howells Ferry Rd Mobile, AL 36618
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/07/2023 Certificate of Formation 4 pgs.

Browse Results

New Search



Alabama Secretary of State



Serenity Senior Care LLC	
Entity ID Number	001-003-598
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	02/18/2022
Registered Agent Name	Registered Agents Inc
Registered Office Street Address	212 W TROY ST STE B DOTHAN, AL 36303
Registered Office Mailing Address	212 W TROY ST STE B DOTHAN, AL 36303
Nature of Business	
Organizers	
Organizer Name	Williams, Anganatte
Organizer Street Address	PO BOX 180921 MOBILE, AL 36618
Organizer Mailing Address	PO BOX 180921 MOBILE, AL 36618
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/18/2022 Certificate of Formation 3 pgs.

[Browse Results](#)
[New Search](#)



Corporate Letter of Authorization

I, Angawatte Williams, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Branches of Life, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 6411 Howell's Ferry Rd.

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

Kei Germanis
Designee (1)

251.432.5321
Email
kcehelm@siglan.com
Phone Number

Designee (2)

Email
Phone Number

Angawatte Williams
Signature of Company Owner

6/14/2024
Date

Attn: Sheri Sewell-Hale
Branches of Life
6411 Howell's Ferry Road
Mobile, AL 36618

Keri Coumanis
Helmsing Leach, PC
PO Box 2767
Mobile, AL 36652

Danny & Rebecca Weems
Revocable Living Family Trust
6279 Howells Ferry Rd.
Mobile, AL 36618



Agenda Item # 12

ZON-UDC-002993-2024 & ZON-CUP-002994-2024

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

[Applicant Materials for Consideration – Rezoning](#)

[Applicant Materials for Consideration – Conditional Use Permit](#)

DETAILS

Location:

6411 Howells Ferry Road

Applicant / Agent:

Keri R. Coumanis, Helmsing Leach, P.C.

Property Owners:

Anganette Williams, Branches of Life, LLC

Current Zoning:

R-3, Multi-Family Residential Suburban District

Proposed Zoning:

R-3, Multi-Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-3, Multi-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District to remove a previous condition of rezoning approval limiting use of the site to an assisted living center.
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.
- Conditional Use Permit to allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District.

Commission Considerations:

1. Rezoning with two (2) conditions; and
2. To allow a Community Residence for 16 persons with ten (10) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	12	DATE	July 18, 2024
APPLICANT	Anganette Williams, Branches of Life, LLC		
REQUEST	Conditional Use Permit, Rezoning from R-3 to R-3		



NTS

SITE HISTORY

The site was the subject of one-lot subdivision approval by the Planning Commission in December 1996, the plat for which was subsequently recorded in Mobile County Probate Court. The Planning Commission also approved a request for Planning Approval to allow use of the property as an assisted living facility in an R-1, Single-Family Residential District.

Rezoning of the site to R-3, Multi-Family Residential District, was adopted by City Council at its March 18, 1997 meeting with the following conditions:

1. Dedication of 20' along Middle Ring Road right-of-way, in conformance with the Major Street Plan;
2. Dedication of 100' along the south property line, in conformance with the Major Street Plan, exact location and design to be approved by the City Engineering Department and the Traffic Engineer;
3. Denial of direct access to Middle Ring Road and Wulff Road Extension;
4. Limited to the site plan submitted, as required to be revised by [the] approvals;
5. Submission of a subdivision application or documentation to establish the parcel as a legal lot of record;
6. Site to be used for Assisted Living Facility only; and
7. Full compliance with all municipal codes and ordinances, including the tree planting requirements of the Zoning Ordinance and the sidewalk requirements of the Subdivision Regulations.

There are no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Rezoning

The purpose of the rezoning request is to remove a previous condition of rezoning approval limiting use of the site to an assisted living facility.

The site is across the street from an elementary school zoned R-1, Single-Family Residential District, to the North; it adjoins vacant property zoned R-1, Single-Family Residential Suburban District, to the West; and is adjacent to public, unopened street right-of-way to the East, and railroad right-of-way and unopened street right-of-way to the South. To the East of the unopened street right-of-way are properties zoned R-1, Single-Family Residential Suburban District, most of which are developed with single-family dwellings.

The applicant submitted a site plan depicting the existing building that was most recently used as an assisted living facility. Future improvements to the site are also illustrated and include a second building and additional parking. No timeline was submitted outlining when these improvements will be made.

It should be noted that another condition of approval of the rezoning limited development of the site to the original site plan of the assisted living facility, which depicted the aforementioned improvements as a future phase. As the applicant states that they only propose to use the existing facility at this time, if development of the future phase is anticipated, the applicant will need to first obtain approval of a modified Conditional Use Permit.

Minutes from the July 11, 1996 Planning Commission meeting, at which the rezoning was initially considered, indicate that use of the property as an assisted living facility was not a concern for neighboring property owners; they were, however, concerned that an R-3 zoning designation would allow other uses of the property that would not be compatible with the surrounding neighborhood. As a result, the Planning Commission and City Council approved the rezoning with the use restriction.

At the neighborhood meeting held for the purpose of discussing the rezoning application at hand, no objections to the request were noted.

Conditional Use Permit

The applicant is requesting a Conditional Use Permit to allow use of the existing building on the property as a Community Residence for 16 people. Specifically, the applicant would like to operate a residential facility where girls aged 13-18 will be provided counseling, educational services, work force training, and any other assistance necessary to meet their needs. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report. In summary, the applicant suggests that use of the property as a community residence for 16 people is similar enough to the former assisted living facility such that it will maintain the existing character of the surrounding neighborhood.

As mentioned, the applicant submitted a site plan depicting the existing building that was most recently used as an assisted living facility. Future improvements to the site are also illustrated and include a second building and additional parking. No timeline was submitted outlining when these improvements will be made.

There are 24 parking spaces illustrated on the site plan, but staff cannot determine if this is an adequate amount of parking as no parking calculations are provided. According to Table 64-3-12.1 in Article 3 of the Unified Development Code (UDC), one (1) parking space is required per four (4) bedrooms. As such, if approved, a table with the required parking calculations should be provided on a revised site plan, including the number of existing and proposed bedrooms.

As mentioned, the applicant has stated that their intent is to use the existing building. As such, if development of the future phase is anticipated, the applicant will need to a new Conditional Use Permit application.

Prior to recording of the site plan in Mobile County Probate Court, a revised plan stating that a new Conditional Use Permit application will be required for the proposed second building.

The applicant states in their narrative that the residents will be on-site 24 hours each day, and that the facility will have two (2) employee shifts. The applicant did not provide the number of employees.

It should that, if approved, the Community Residence will be limited to the scope of operations within the existing building provided with this application, including the number of people being cared for. Any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council. This information should be provided as a note on the revised site plan.

REZONING CONSIDERATIONS

Standards of Review:

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

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not

a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

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

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

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to R-3, the following conditions could apply:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and
2. Full compliance with all municipal codes and ordinances.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:

- (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
 3. Will not impede the orderly development and improvement of surrounding property; and
 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. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
 5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
 6. Is designed to minimize the impact on storm water facilities;
 7. Will be adequately served by water and sanitary sewer services;
 8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
 9. Shall not be detrimental to or endanger the public health, safety or general welfare.
 10. 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.
 11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to Community Residences with more than five (5) residences, which include:

- A. The applicant demonstrates that the proposed Community Residence will be compatible with the residential uses allowed as of Right in the Zoning District;
- B. When the proposed Community Residence would be located in a single-family zoning district, the Applicant demonstrates that the proposed Community Residence will not alter the residential stability of the single-family zoning district;
- C. The Applicant specifies by how many individuals it wishes to exceed the as of right maximum of four (4) residents and adequately demonstrates the financial and/or therapeutic need to house the proposed number of residents;
- D. The primary function of the proposed Community Residence is residential where any treatment is merely incidental to the residential use of the property;
- E. The Applicant demonstrates that it will ensure that the proposed Community Residence emulates a biological family and operates as a functional family rather than as an institution, boarding house, Nursing Home, short-term rental, continuing care facility, Hotel/Motel, treatment center, rehabilitation center or a non-residential use;
- F. The Applicant demonstrates that the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
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. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

- 1) Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
- 2) Use is limited to the existing building;
- 3) Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
- 4) Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
- 5) Compliance with all Engineering comments noted in this staff report;
- 6) Compliance with all Traffic Engineering comments noted in this staff report;
- 7) Compliance with all Urban Forestry comments noted in this staff report;
- 8) Compliance with all Fire Department comments noted in this staff report;
- 9) Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
- 10) Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



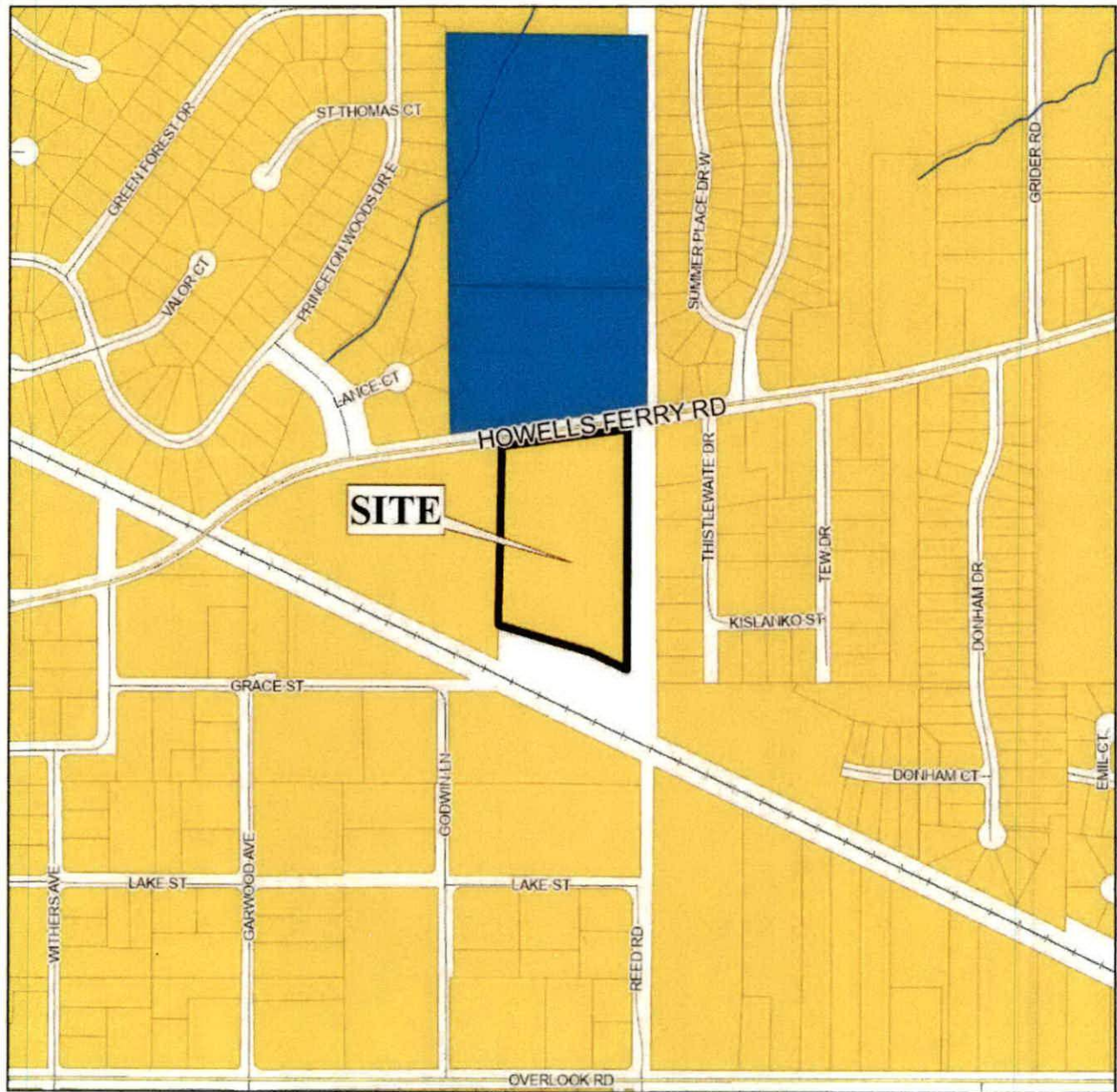
APPLICATION NUMBER 12 DATE July 18, 2024

APPLICANT Anganette Williams, Branches of Life, LLC

REQUEST Conditional Use Permit, Rezoning from R-3 to R-3



FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE July 18, 2024

APPLICANT Anganette Williams, Branches of Life, LLC

REQUEST Conditional Use Permit, Rezoning from R-3 to R-3

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	



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 12 DATE July 18, 2024

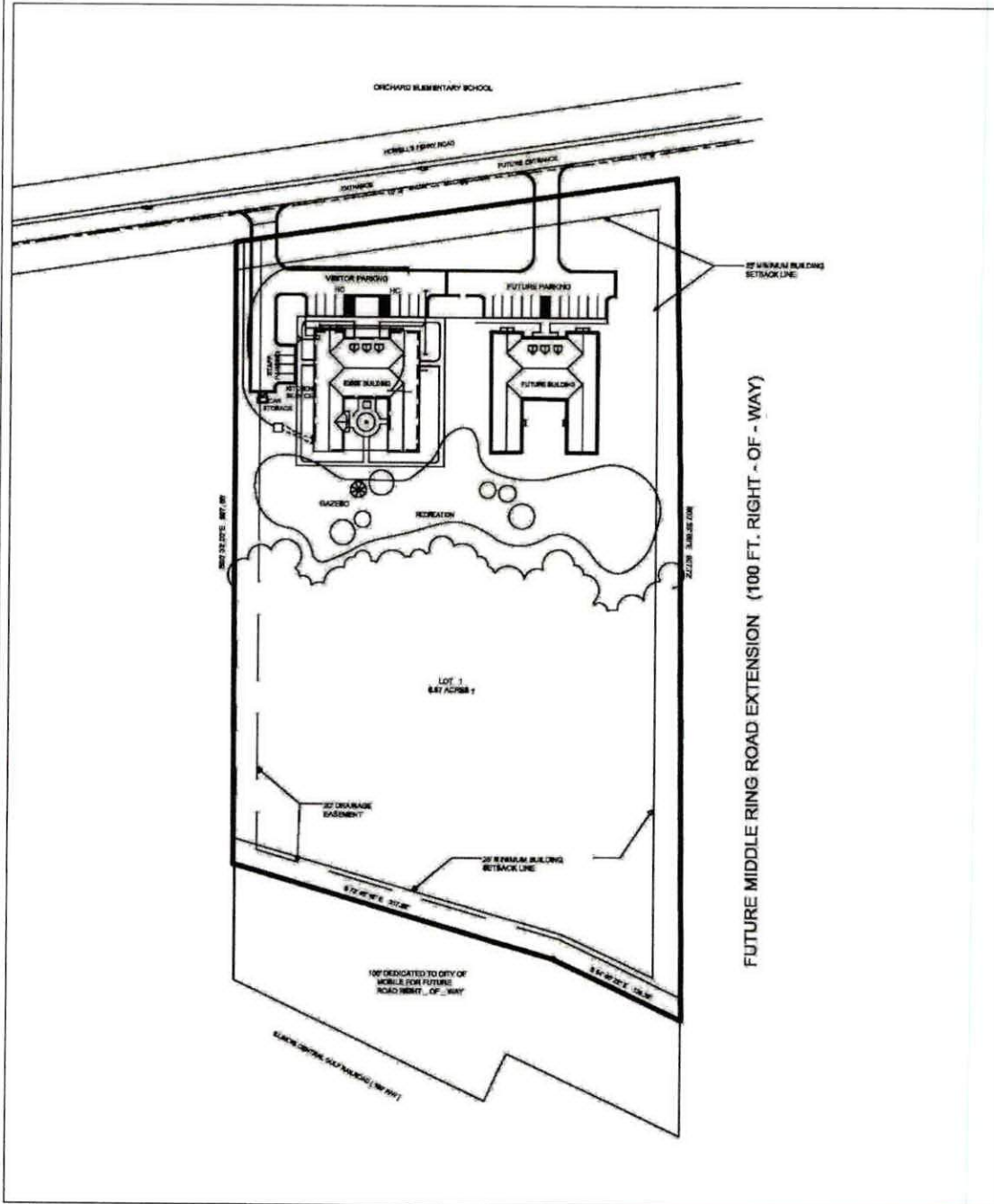
APPLICANT Anganette Williams, Branches of Life, LLC

REQUEST Conditional Use Permit, Rezoning from R-3 to R-3

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



SITE PLAN



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

APPLICATION NUMBER	12	DATE	July 18, 2024	 NTS
APPLICANT	Anganette Williams, Branches of Life, LLC			
REQUEST	Conditional Use Permit, Rezoning from R-3 to R-3			

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.

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN & SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Johnson & Johnson Way To Go**, to operate a **sedan and shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **August 20, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Aneesah Johnson individually or on behalf of Johnson + Johnson Way to Go, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Aneesah Johnson

Business Address _____

Telephone: _____ Trade Name _____

Business Information

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

Birthdate: _____ SSN _____

Residence Address: _____

Address _____ City _____ State _____ Zip code _____

Telephone Numt _____ Driver's License #: _____

Residing in Mobile County: Years: 37 Months: _____

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

the 1990s, the number of people in the world who are under 15 years of age is expected to increase by 1.5 billion, from 1.1 billion in 1990 to 2.6 billion in 2015. The number of people aged 65 and over is expected to increase by 1.1 billion, from 350 million in 1990 to 1.4 billion in 2015. The number of people aged 15-64 is expected to increase by 1.5 billion, from 2.5 billion in 1990 to 4.0 billion in 2015. The number of people aged 65 and over is expected to increase by 1.1 billion, from 350 million in 1990 to 1.4 billion in 2015. The number of people aged 15-64 is expected to increase by 1.5 billion, from 2.5 billion in 1990 to 4.0 billion in 2015.

1. The first group of people who are not in the majority are those who are not in the majority of the population. This group is the largest and most diverse. It includes people of different ethnicities, religions, and social classes. They are often the most vulnerable to discrimination and oppression.

1. The first group of people who are affected by the disease are those who are in the early stages of the disease.

1940-1941

1. *Phragmites australis* (Cav.) Trin. ex Steud.

CONFIDENTIAL

the following information:

2000

4-10-1964

2.

6. The first condition is satisfied.



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

Name _____ Title _____ Address _____ Amount of Stock Held (if any) _____
Aneesah Johnson owner

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days a week 6AM + 5PM

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

Vehicle Description:

Make: <u>Toyota</u>	Year: <u>2006</u>	Model: <u>Sienna Cr</u>
Make: <u>Mercedes</u>	Year: <u>2015</u>	Model: <u>Gen 2</u>
Make: <u>Chevy</u>	Year: <u>2008</u>	Model: <u>Malibu</u>

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Aneesah Johnson
Applicant's Signature

NAME OF ENTITY:

X Johnson + Johnson way to Go

By: Aneesah Johnson
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
31 DAY OF July, 2024

Silenev Ayanna Peretto
Notary Public

My Commission Expires:
March 30, 2027



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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Aneesah Johnson

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'7

Weight: 232

Hair Color: Black

Eye Color: Brown

Social Security Number _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Aneesah Johnson
Signature

7-31-2024
Date signed

1000 1000 1000 1000

1000 1000 1000 1000 1000 1000

1000

1000

1000

1000

1000 1000 1000 1000

1000 1000 1000 1000

1000 1000 1000 1000

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL

OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: JOHNSON, ANEESAH DUKES

Address: 7111 100TH ST

Nick Name:

Phone: ---

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 37

Weight: 250

Eyes: BROWN

Height: 5'07"

Facial:

Hair: BLACK

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:

A RECORD

CHECKED BY: *S. B. Hester*

DATE: *7/31/24*

Record attached

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last_Name : johnson

First Name : aneesah

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>204120485401</u>	2041204854	12/29/2004	DUKES, ALICIA	10/8/1986	UNKNOWN LOCATION UNKNOWN,	BOULER, J N	CONV	101 S EAST I-65 SERVICE RD WALMART,	THEFT SHOPLIFTING 3RD
<u>207090416001</u>	2070904160	9/26/2007	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ELLZEY, MICHAEL	CONV	1473 S ANN ST B MOBILE,	BURGLARY 3RD - NON RESIDENCE FORCED ENTRY
<u>207090416101</u>	2070904161	9/26/2007	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ELLZEY, MICHAEL	CONV	1473 S ANN ST B MOBILE,	BURGLARY 3RD - NON RESIDENCE FORCED ENTRY
<u>207090416202</u>	2070904162	9/26/2007	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ELLZEY, MICHAEL	CONV	1473 S ANN ST B MOBLIE,	BURGLARY 3RD - NON RESIDENCE FORCED ENTRY
<u>207107607801</u>	2071076078	3/29/2008	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	EVANS, GREGORY	CONV	GWIN/ST STEPHENS MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>207107607901</u>	2071076079	3/29/2008	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	EVANS, G D	CONV	GWIN/ST STEPHENS MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208038259001</u>	2080382590	3/29/2008	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	EVANS, G D	CONV	GWIN/ST STEPHENS MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208078865501</u>	2080788655	7/28/2008	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	DAVIS, S E	CONV	1473 ANN ST UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>208089012701</u>	2080890127	9/15/2008	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	TREUBIG, ERIKA	CONV	GWIN ST / ST STEPHENS UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>208099344901</u>	2080993449	10/7/2008	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	THOMAS, J C	CONV	METRO UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>208129774701</u>	2081297747	1/16/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING, JAMES	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208129774801</u>	2081297748	1/16/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING III, J J	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208129774901</u>	2081297749	1/16/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING III, J J	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>209025051401</u>	2090250514	4/17/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING, JAMES	CONV	METRO UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>211079265001</u>	2110792650	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, JASON	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>21107926500A</u>	2110792650	10/24/2011	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ROBERTS, C E	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>211099478301</u>	2110994783	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, J D	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>211109614101</u>	2111096141	10/24/2011	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ROBERTS, C E	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>21110961410A</u>	2111096141	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, J D	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>212025003401</u>	2120250034	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, J D	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>213050005201</u>	2130500052	7/11/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	BROWN, L M	CONV	8080 AIRPORT UNKNOWN,	THEFT SHOPLIFTING 3RD
<u>213050118401</u>	2130501184	5/14/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	NGO, LAC	CONV	SUMNER AND EAGLE ST MOBILE,	HARASSMENT
<u>213060291701</u>	2130602917	7/11/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	BROWN, LOVELL	CONV	8080 AIRPORT UNKNOWN,	THEFT FROM A BUILDING 500-2500
<u>213097549501</u>	2130975495	9/19/2013	DUKES, ANESAN	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING, JAMES	CONV	CARDINAL/ EAGLE MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>213100180701</u>	2131001807	8/24/2015	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	JAMES, MICHAEL	CONV	3251 AIRPORT BLVD MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>21310018070A</u>	2131001807	2/25/2014	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	SANDERS, PATRICK	CONV	685 S SCHILLINGER RD MOBILE,	ENDANGER WELFARE OF CHILD
<u>21310018070B</u>	2131001807	10/12/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	SNYDER, ROBERT	CONV	685 S SCHILLINGER RD MOBILE,	ABANDONMENT OF CHILD
<u>213100265301</u>	2131002653	10/18/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	CLARK, TERRY	CONV	2720 SPRING HILL AVE MOBILE,	POSSESS FORGED INSTRUMENT 2ND
<u>215030382101</u>	2150303821	3/27/2015	DUKES, ANEESHA	10/8/1986	UNKNOWN LOCATION UNKNOWN,	CLARK, TERRY	CONV	3170 DAUPHIN ST MOBILE,	THEFT SHOPLIFTING 3RD
<u>215050140601</u>	2150501406	5/10/2015	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	WEAVER, J W	CONV	2500 DAWES RD MOBILE,	CRIMINAL TRESPASSING 3RD THEFT SHOPLIFTING 3RD
<u>M2180803910</u>	M2180803910	8/29/2018	DUKES, ANEESAH NMN	10/8/1986	2617 POLLARD LANE MOBILE, ALABAMA 36606	WELCH, CHARLIE	ON VIEW	2617 POLLARD LANE MOBILE, ALABAMA 36606	DV 3RD MENACING KINFE - SIMPLE

31 Records Selected

R E S O L U T I O N

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

Adopted:

City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Community Care & Transportation, LLC**, to operate a **sedan** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **August 20, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert".

Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Verlesia D. Moore individually or on behalf of Community Care & Transportation LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Community Care & Transportation LLC

Business Address: 11111 Highway 90 - Mobile, AL

Telephone: _____ Trade Name _____

Business Information

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

Birth _____ SSN _____

Residence Address:

Address _____ City _____ State _____ Zip code _____

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes _____ No _____

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____

(If different from address provided in Part I)

11:2 AM 08 JUL 2012
COMMUNITY CARE & TRANSPORTATION LLC



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

Name	Title	Address	Amount of Stock Held (if any)
Verlesia Moore	owner		

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Monday - Sunday 7 days a week

How many vehicles (carriages) do you intend to operate? 1

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Toyota</u>	Year: <u>2024</u>	Model: <u>Camry</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

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I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Vertesia Moore

Applicant's Signature

NAME OF ENTITY:

Community Care + Transportation LLC

By: Vertesia Moore

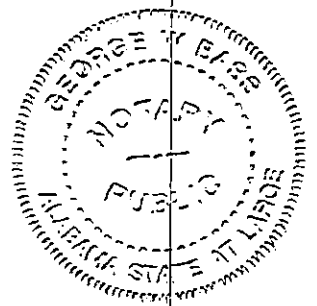
Its Owner

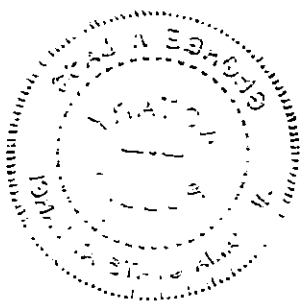
SWORN TO AND SUBSCRIBED BEFORE ME THIS
30 DAY OF July, 2024

George W. Bais

Notary Public

Commission Expires 04/19/27







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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Verlesia Moore Campbell

Nickname(s) or Maiden Name: Moore

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'6

Weight: 220

Hair Color: Black

Eye Color: Brown

Social Security #: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Verlesia Moore
Signature

7/29/2004
Date signed



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

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Verlesia Darnell Moore Campbell

Date of Birth: _____ Secu: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

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

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Verlesia Moore
Signature

7/29/2024
Date Signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: CAMPBELL - MOORE, VERLESIA DARNELL
Address: 5762 ZEIGLER BOULEVARD
MOBILE ALABAMA 36608
Phone: 251-554-7411
Race: B - BLACK/AFRICAN
AMERICAN
Sex: F
Weight: 220
Height: 5'06"
Hair: BLACK
Email1:
Email2:
Alt.
Address:
Danger
Desc:

Nick Name:
DOB:
Age: 34
Eyes: BROWN
Facial:
Ethnic: NON HISPANIC/NON LATINO

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:

[Signature]
7/29/2024