



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, August 13, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Dr. Dan Taylor

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

August 6, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Family Counseling Center of Mobile for a waiver of the Noise Ordinance at

Cathedral Square on September 28, 2024, from 10:00 a.m. - 2:00 p.m. (District 2).

Request of Silvia Skultety for a waiver of the Noise Ordinance at Mardi Gras Park on October 12, 2024, from 12:00 p.m. - 9:00 p.m. (District 2).

Request of Brieyanna Cotten for a waiver of the Noise Ordinance at 3370 Sheringham Drive on September 7, 2024, from 2:00 p.m. - 10:00 p.m. (District 5).

10. PUBLIC HEARINGS

Public hearing to consider modification of a previously approved planned unit development located at 5800 Southland Drive (District 6).

Public hearing to declare the structure at 461 Creek Circle Drive W. a public nuisance and order it demolished/secured (District 1).

Public hearing to declare the structure at 1860 Toulmin Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1105 Sutton Avenue a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 2079 Victory Drive W. a public nuisance and order it demolished (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Carrie Cox - Incident at daycare in downtown Mobile with death threats, police response time, community awareness, and mental health.

Sabrina Mass - Comments about protecting black bears, the killing of doves, and shooting in the newly annexed areas.

Connie Buggenbiller - Provide information about "Love All Pantry" in Mobile.

Reggie Hill - Section 62-1 of the Mobile City Code, FY 25 budget recommendations, MPRD summer camp scholarship funds/resources, and investigatory powers.

Melissa Gates - Comments about drag shows on public streets in Mobile.

12. ORDINANCES HELD OVER

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).

13. CONSENT RESOLUTIONS HELD OVER

40-518 Declare the structure at 4591 Cypress Shores Drive a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-519 Declare the structure at 3931 Point Road a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

14. RESOLUTIONS HELD OVER

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.)

15. ORDINANCES BEING INTRODUCED

64-045 Consider modification of a previously approved planned unit development located at 5800 Southland Drive (sponsored by Councilmember Woods).

87-046 Ordinance to authorize lease agreement with Mobile Community Action for City-owned property, located at 1600 Boykin Boulevard (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM).

88-047 Ordinance to authorize the conveyance of City-owned land located at 260 N. Franklin Street not now needed for public or municipal purposes (Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM).

16. CONSENT RESOLUTIONS BEING INTRODUCED

40-754 Declare the structure at 461 Creek Circle Drive W. a public nuisance and order it demolished/secured (sponsored by Councilmember Penn).

40-755 Declare the structure at 1860 Toulmin Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-756 Declare the structure at 1105 Sutton Avenue a public nuisance and order it demolished (sponsored by Councilmember Small).

40-757 Declare the structure at 2079 Victory Drive W. a public nuisance and order it demolished (sponsored by Councilmember Small).

58-758 Declare weeds Noxious, Weed Lien Group 1659

58-759 Assess costs for removal of weeds, Repeat Weed Lien Group 73.

60-760 Approve award of special bonus to the Officer of the Month; Ankerson (sponsored by Mayor Stimpson)

17. RESOLUTIONS BEING INTRODUCED

01-761 Authorize agreement with Mobile County and Spring Hill College to expand and equip existing campus with Health and Science Innovation Center (sponsored by Mayor Stimpson) (submitted by Ricardo Woods).

01-762 Authorize agreement with Spire Gulf for Dauphin St. Improvements at Springhill Memorial Hospital (sponsored by Mayor Stimpson and Councilmembers Penn, Daves, and Gregory) (submitted by Nick Amberger, Engineering Dept.).

01-763 Authorize agreement with Comcast Cable Communications of Alabama for Dauphin St. Improvements at Springhill Memorial Hospital (sponsored by Mayor Stimpson and Councilmembers Penn, Daves, and Gregory) (submitted by Nick Amberger, Engineering Dept.).

01-764 Authorize agreement with Telepak Networks, Inc. for Dauphin St. Improvements at Springhill Memorial Hospital (sponsored by Mayor Stimpson and Councilmembers Penn, Daves, and Gregory) (submitted by Nick Amberger, Engineering Dept.).

01-765 Authorize agreement with AT&T Alabama for Dauphin St. Improvements at Springhill Memorial Hospital (sponsored by Mayor Stimpson and Councilmembers Penn, Daves, and Gregory) (submitted by Nick Amberger, Engineering Dept.).

01-766 Authorize agreement with Uniti Fiber for Dauphin St. Improvements at Springhill Memorial Hospital (sponsored by Mayor Stimpson and Councilmembers Penn, Daves, and Gregory) (submitted by Nick Amberger, Engineering Dept.).

01-767 Authorize agreement with Alabama Power Company for Dauphin St. Improvements at Springhill Memorial Hospital (sponsored by Mayor Stimpson and Councilmembers Penn, Daves, Gregory) (submitted by Nick Amberger, Engineering Dept.).

01-768 Authorize agreement with Century Link Communications, LLC for Dauphin St. Improvements at Springhill Memorial Hospital (sponsored by Mayor Stimpson and

Councilmembers Penn, Daves, and Gregory) (submitted by Nick Amberger, Engineering Dept.).

08-769 Approve purchase Order to Musco Sports Lighting, LLC for sports lighting for Medal of Honor Park; \$460,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

08-770 Approve purchase order to GT Distributors of Georgia, Inc. for ballistic vests and armor for MPD K9 handlers; \$28,482.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

08-771 Approve purchase order to Donohoo Chevrolet, LLC for Chevrolet 4500 crew cab truck for Parks; \$60,105.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

08-772 Approve purchase order to Terminix Services for annual renewal of termite bond for City facilities; \$16,675.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

08-773 Approve purchase order to LCM Motorcars, LLC for sport sedans, and pickup trucks for MPD; \$235,700.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

09-774 Transfer funds from Capital Project Grant Match-Traffic Engineering to Project Grant Match Holding Account to be used as match for signal improvements on Dauphin Street; \$30,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Grants Mgmt.).

14-775 Approve an application seeking permission to incorporate a Capital Improvement Cooperative District and authorizing such incorporation (sponsored by Councilmember Carroll) (submitted by Michael Linder, Council Attorney).

35-776 Authorize permission to lease +/- 14,000 sf of Buildings A and D, of City-owned property, located at 1600 Boykin Boulevard (sponsored by Mayor Stimpson and Councilmember Small) (submitted by Carleen Stout-Clark, REAM).

60-777 Authorize additional expense for Special Counsel Investigation (sponsored by Councilmembers Small, Reynolds, and Woods) (submitted by Michael Linder, Council Attorney).

60-778 Authorize Settlement Agreement and Release of Claims; Young (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

18. CALL FOR PUBLIC HEARINGS

41-779 Call for public hearing to consider the application of Safe Ride Transport, Inc. to operate a sedan service (scheduled for August 27, 2024) (submitted by Lisa C. Lambert, City Clerk).

19. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 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: Family Counseling Center of Mobile, Inc. (dba Lifelines Counseling Services)

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.602.0909 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 705 Oak Circle Drive East, 36609

Telephone No. _____ E-mail address cbrown@lifelinesmobile.org

Location or address of event where amplification will be used:

Cathedral Square

Date of Event: September 28, 2024 Starting Time: 10a Ending Time 2p

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

Type of Event: Fundraiser

CITY CLERK'S OFFICE

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

MOBILE, AL

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

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Name of Applicant: Silvia Skultety

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-554-5370

Organization (if applicable) Hispanic Business Association of the Gulf Coast

Mailing Address of Applicant 713 Dauphin Street, Mobile, AL 36602

Telephone No. _____ E-mail address habagc2@gmail.com

Location or address of event where amplification will be used:

Mobile Latin Fest Oct 12, 2024 Mardi Gras Park

Date of Event: Oct 12, 2024 Starting Time: 12:00 pm Ending Time: 9:00 pm

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

Type of Event: food, dance & music festival

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



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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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: Brieyanna Cotten

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-656-8957

Organization (if applicable) N/A

Mailing Address of Applicant 3370 Sherringham Drive Mobile, AL 36609

Telephone No. 251-656-8957 E-mail address brieyanna.cotten@gmail.com

Location or address of event where amplification will be used:

3370 Sherringham Drive Mobile, AL 36609

Date of Event: 09/07/2024 Starting Time: 2PM Ending Time 10PM

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

Type of Event: Birthday Celebration

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

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CityofMobile.org: Addressing City Council Submission

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

Mon 8/5/2024 3:35 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: Carrie Cox**Date To Address Council:** 2024-08-13**Address:** 318 Brawood Drive Mobile, AL 36608**Email:** marykendallc@gmail.com**Phone:** 251-769-0880**Subject And Specific Questions:** Incident at Day Care located downtown with death threats. Police response time, community awareness, mental health**Pertain To City Business:** Community safety, child safety, mental health, safety standards and practices, laws protecting citizens**Signature:** Carrie Cox**Signature Verify:** X**Agree:** X**Date Submitted:** 2024-08-05 15:35:29This submission was recieved from your website <https://www.cityofmobile.org/>CITY CLERK'S OFFICE
MOBILE, AL

TU, AUG 6, AM 9:01 RCVD

CityofMobile.org: Addressing City Council Submission

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

Wed 8/7/2024 12:10 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: Sabrina Mass

Date To Address Council: 2024-08-13

Address: 1050 Belvedere circle west mobile alabama

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Address issues on protecting the black bears and finding them a safe place to live, against killing doves and shooting in the newly annexed, in the city limit, it is illegal to shoot in the city and all must abide by the same laws according to the 14th Amendment of the United States Constitution..city limits are one jurisdiction.

Pertain To City Business: Taxpayer

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2024-08-07 12:10:20

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

CityofMobile.org: Addressing City Council Submission

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

Thu 8/8/2024 12:37 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: Connie Guggenbiller

Date To Address Council: 2024-08-12

Address: 1260 Dauphin St.

Email: guggenbiller@comcast.net

Phone: 2516058987

Subject And Specific Questions: Love All Pantry is a volunteer run pantry serving approximately 750 families weekly. Up to 300 of those are by delivery

Pertain To City Business: We would like to thank the council for the grant we received that allowed us to purchase a refrigerated truck and hire two people to rescue food and deliver to the community

Signature: Connie Guggenbiller

Signature Verify: X

Agree: X

Date Submitted: 2024-08-08 12:37:43

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

Fwd: 8/13 Agenda

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

Thu 8/8/2024 1:48 PM

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

Get [Outlook for iOS](#)

From: RJHILL II <rhills4tf@gmail.com>

Sent: Thursday, August 8, 2024 1:55:24 PM

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

Subject: 8/13 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,

Greetings! I hope that all is well with you. This is a formal request to be added to the upcoming Agenda. I shall address the following:

- * Sec. 62-1. of the Mobile City Code
- * FY '25 Budget Recommendations
- * MPRD Summer Camp Scholarship Funds/Resources
- * Investigatory Powers

Thank you for your attention to this matter. I am appreciative of the City 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 8/8/2024 10:15 AM

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: Melissa Gates

Date To Address Council: 2024-08-13

Address: 1280 Rigby Rd Mobile, AL 36608

Email: missytg88@gmail.com

Phone: 2516802613

Subject And Specific Questions: Addressing the new library regulations regarding state funding and drag shows on public streets.

Pertain To City Business: New library regulations

Signature: Melissa Gates

Signature Verify: X

Agree: X

Date Submitted: 2024-08-08 10:15:44

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

Fw: CityofMobile.org: Addressing City Council Submission

City Clerk <cityclerk@cityofmobile.org>

Thu 8/8/2024 1:22 PM

To: missytg88@gmail.com <missytg88@gmail.com>

Good afternoon,

Your request has been received. You will be allowed to speak to drag shows on public streets in Mobile.

You will **not** be allowed to speak to state funding regulations because the City of Mobile does not have authority over state funding.

Kindly,

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>**Sent:** Thursday, August 8, 2024 10:15 AM**To:** City Clerk <cityclerk@cityofmobile.org>**Subject:** CityofMobile.org: Addressing City Council Submission

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: Melissa Gates**Date To Address Council:** 2024-08-13**Address:** 1280 Rigby Rd Mobile, AL 36608**Email:** missytg88@gmail.com**Phone:** 2516802613**Subject And Specific Questions:** Addressing the new library regulations regarding state funding and drag shows on public streets.**Pertain To City Business:** New library regulations**Signature:** Melissa Gates**Signature Verify:** X**Agree:** X**Date Submitted:** 2024-08-08 10:15:44

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

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: Councilmember Benn Reynolds - District 4

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **4591 Cypress Shores Drive (fka Road)** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **4591 Cypress Shores Drive (fka Road)** described as:

**LOT 6 BLK A UNIT 3 CYPRESS SHORES SUBD MBK 10 PG 153 #SEC
24 T5S R2W #MP33 06 24 3 001**

Parcel Number: 33 06 24 3 001 035.001

Last Assessed to: SOMERS REGINA C

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

MUNICIPAL ENFORCEMENT DIVISION
June 3, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the text of the 'FR' field.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 11, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4591 CYPRESS SHORES DRIVE (fka ROAD)** OWNED BY OR MAY HAVE AN INTEREST: **SOMERS REGINA C,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 33 06 24 3 001 035.001

COUNCIL DISTRICT 4 – BENN REYNOLDS

LEGAL DISCRPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

4591 Cypress Shores Drive

Flood Zone

Property Details

Parcel Key	2001121	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	N	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	04-24-24	Comments	DEMO

Property Score

Score	63	Score Description	Demolition
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-4-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 04/16/2024

Property Address: 4591 Cypress Shores Road

District No: 4

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☒ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☒ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Regina C Somers
9861 Shadow Wood Drive
Mobile, Alabama 36608-9235

April 16, 2024

RE: 4591 Cypress Shores Road
Project Number: ME-003-24

Dear Regina C Somers:

On April 8, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 4591 Cypress Shores Road.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 6 BLK A UNIT 3 CYPRESS SHORES SUBD MBK 10 PG 153 #SEC 24 T5S R2W #MP33 06 24 3 001

Parcel Number: 33 06 24 3 001 035.001

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **May 31, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **May 31, 2024**, provide the Code Official with a work plan to accomplish the repairs by **May 31, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **May 31, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **June 11, 2024, at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

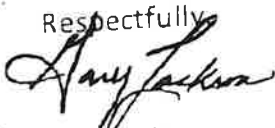
- ☒ Repaired; or,
- ☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

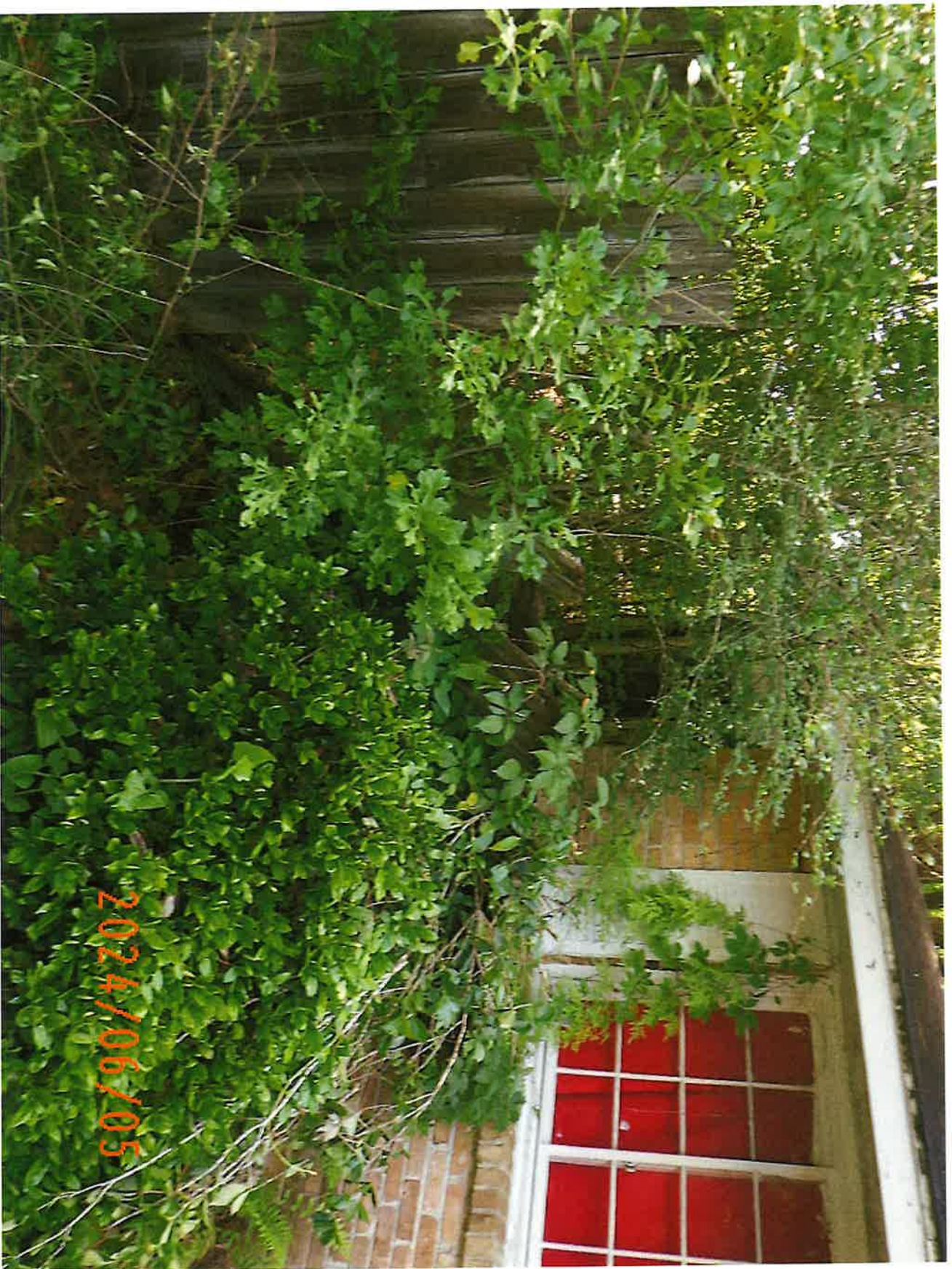


Gary Jackson

Deputy Director of Municipal Enforcement



2024/06/05



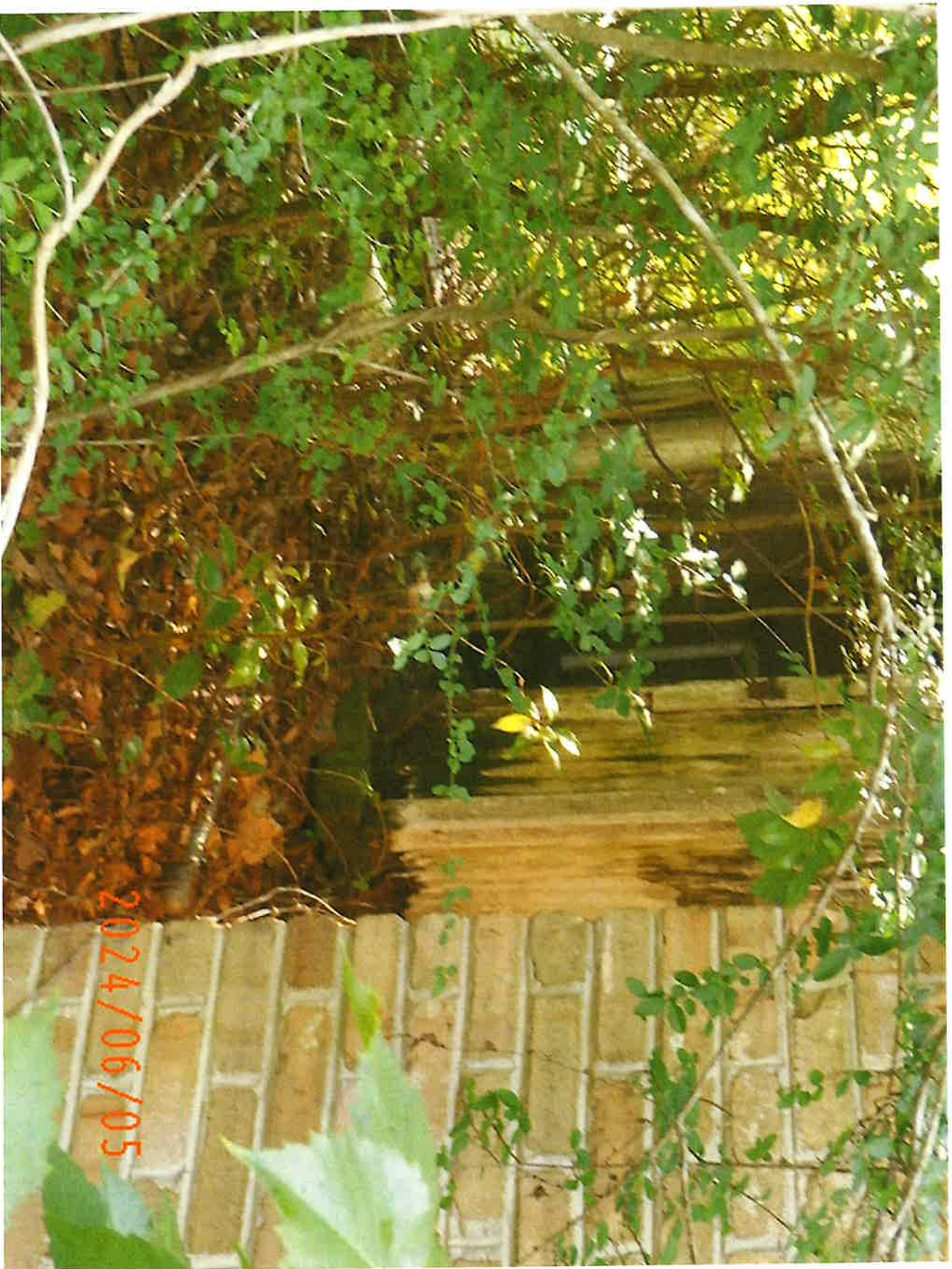
NUISANCE ABATEMENT

4591 CYPRESS SHORES DRIVE

AGENDA PHOTOS / DW



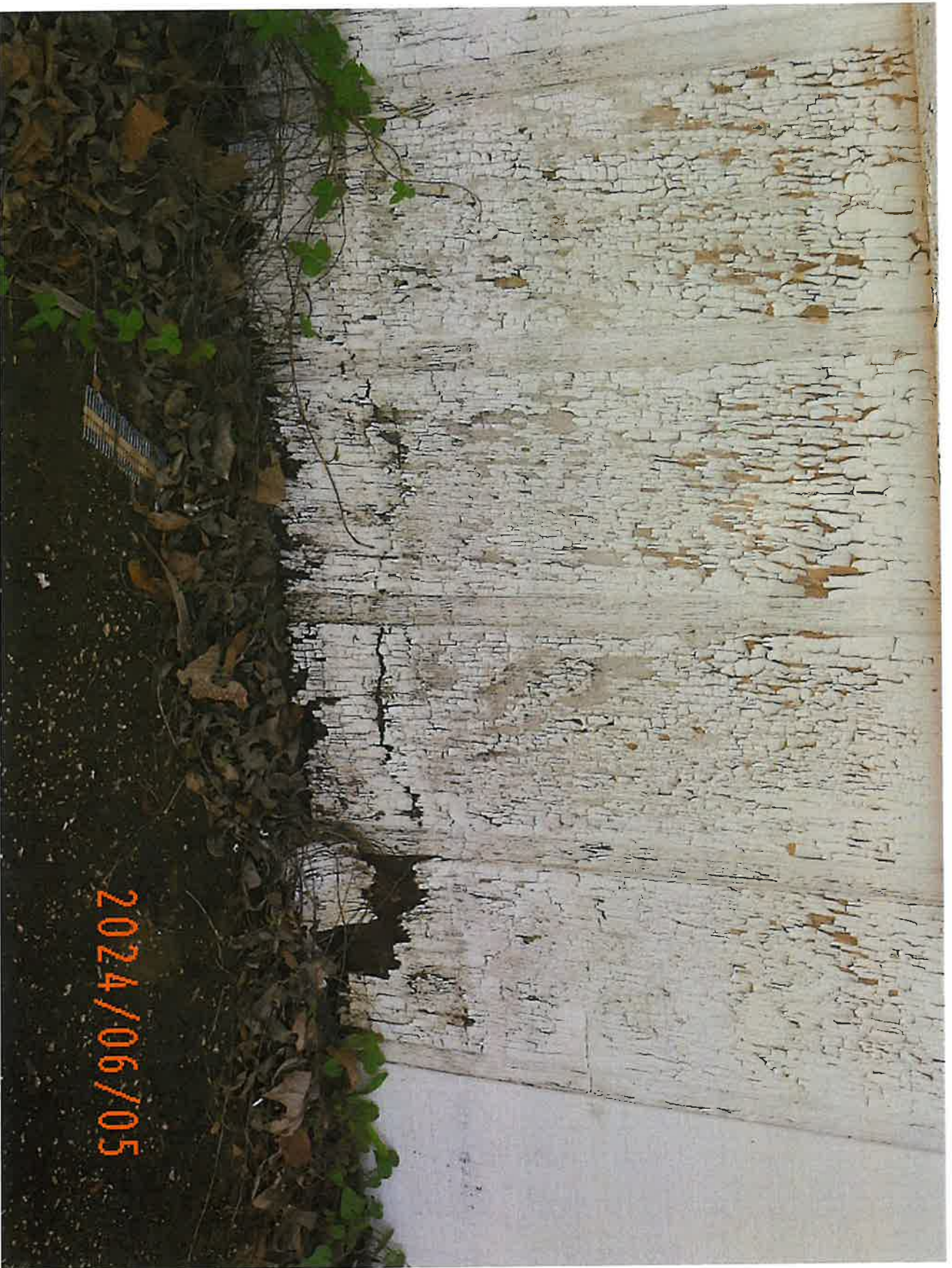


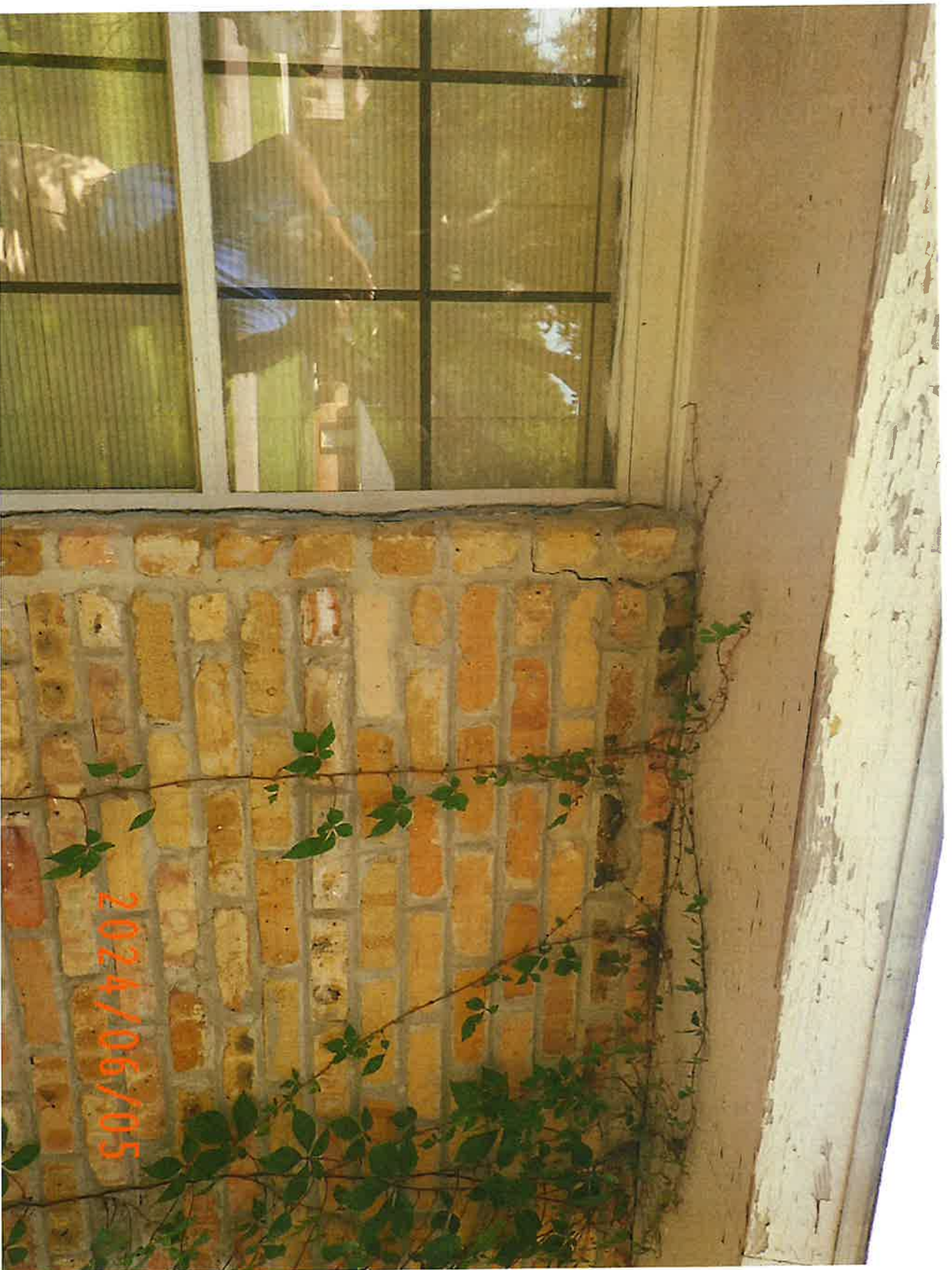












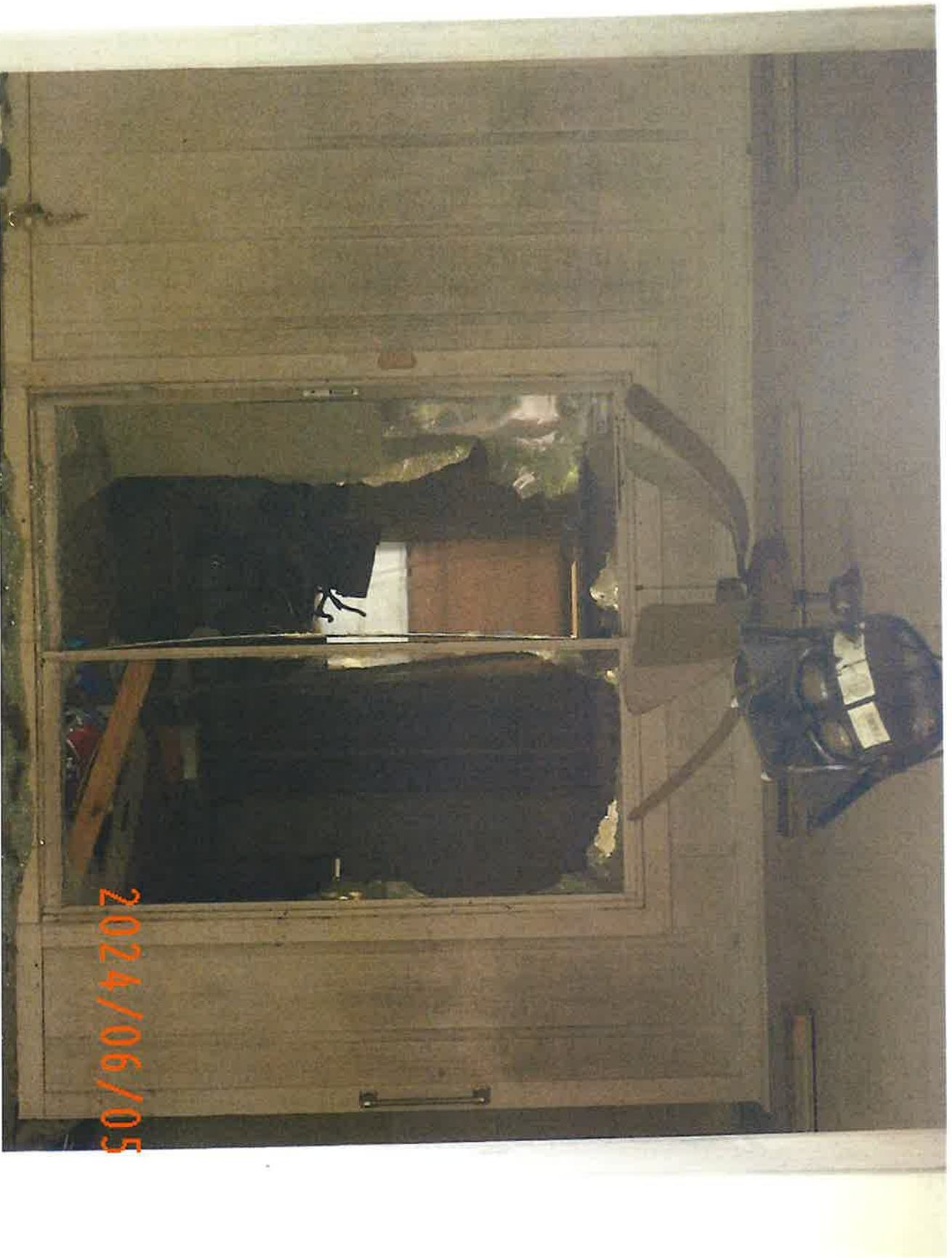




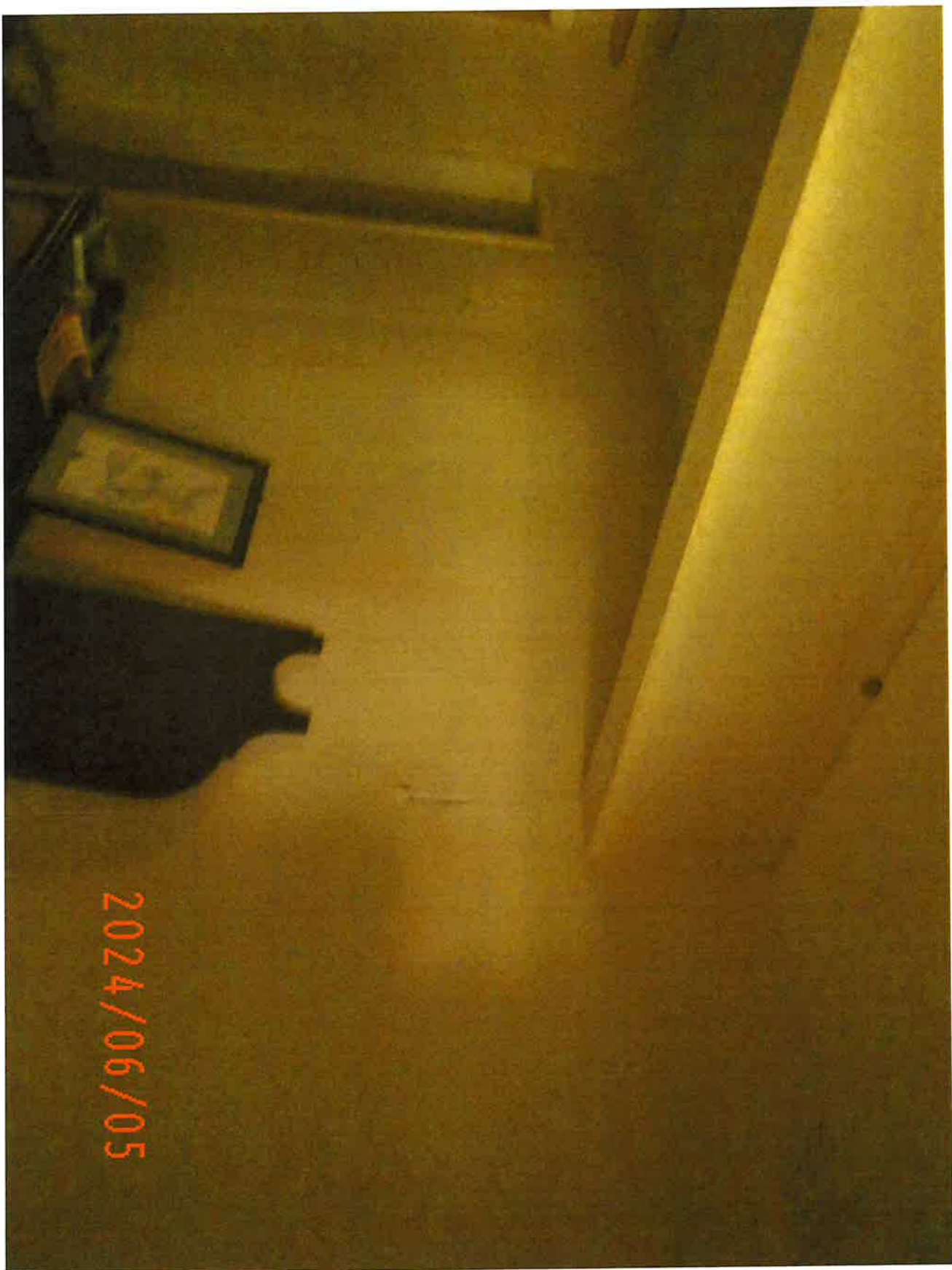










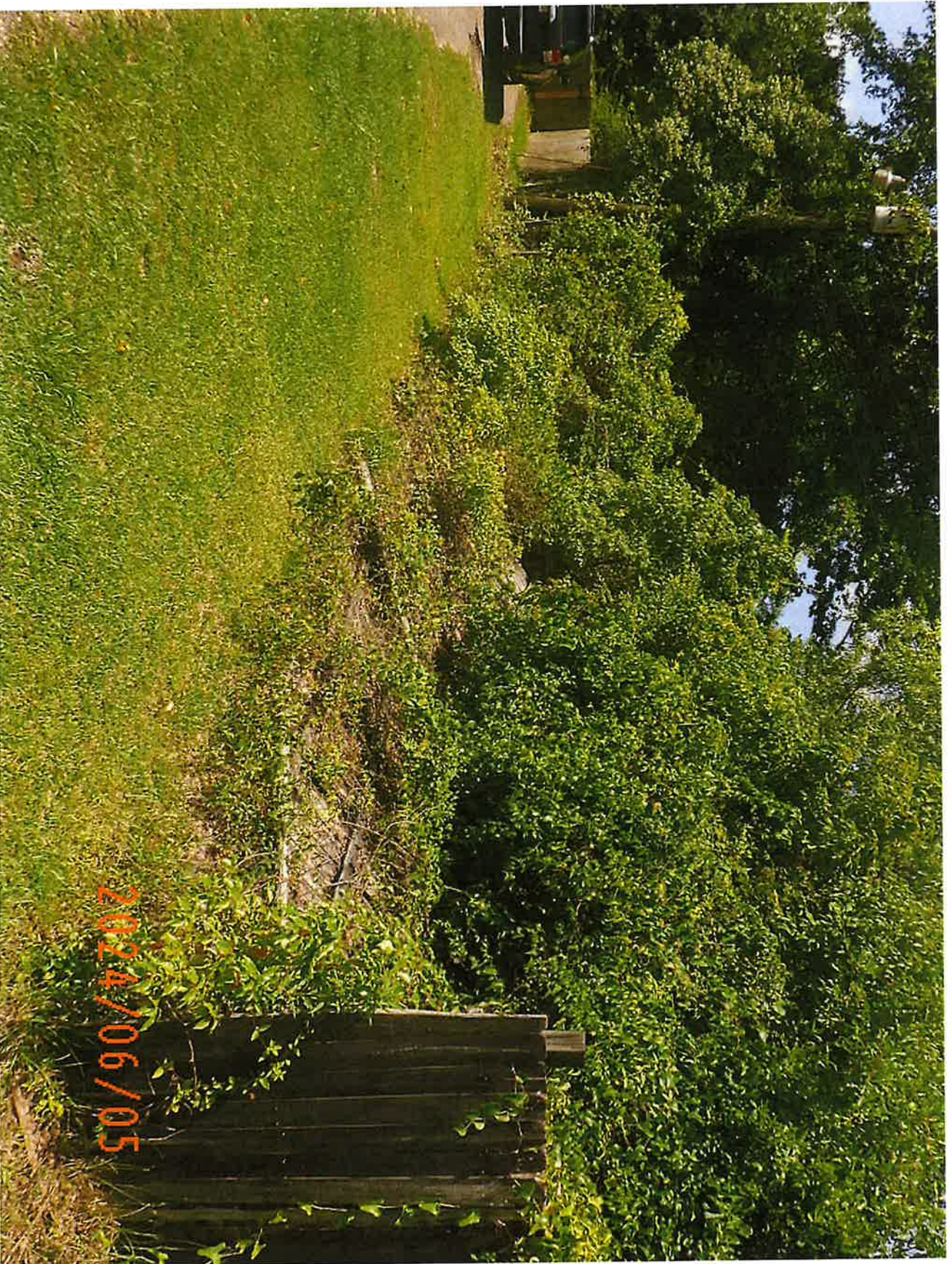


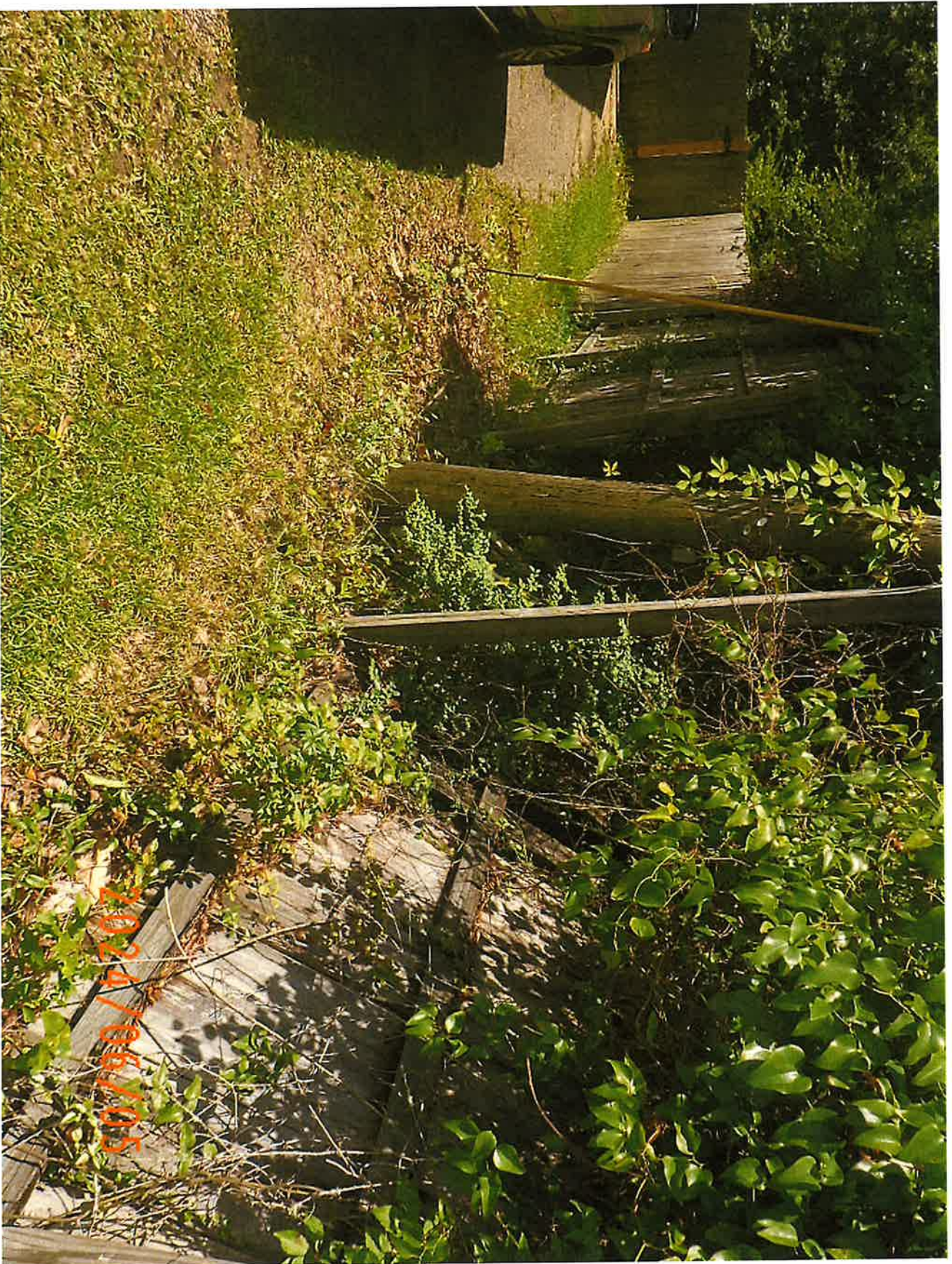


2024/06/05

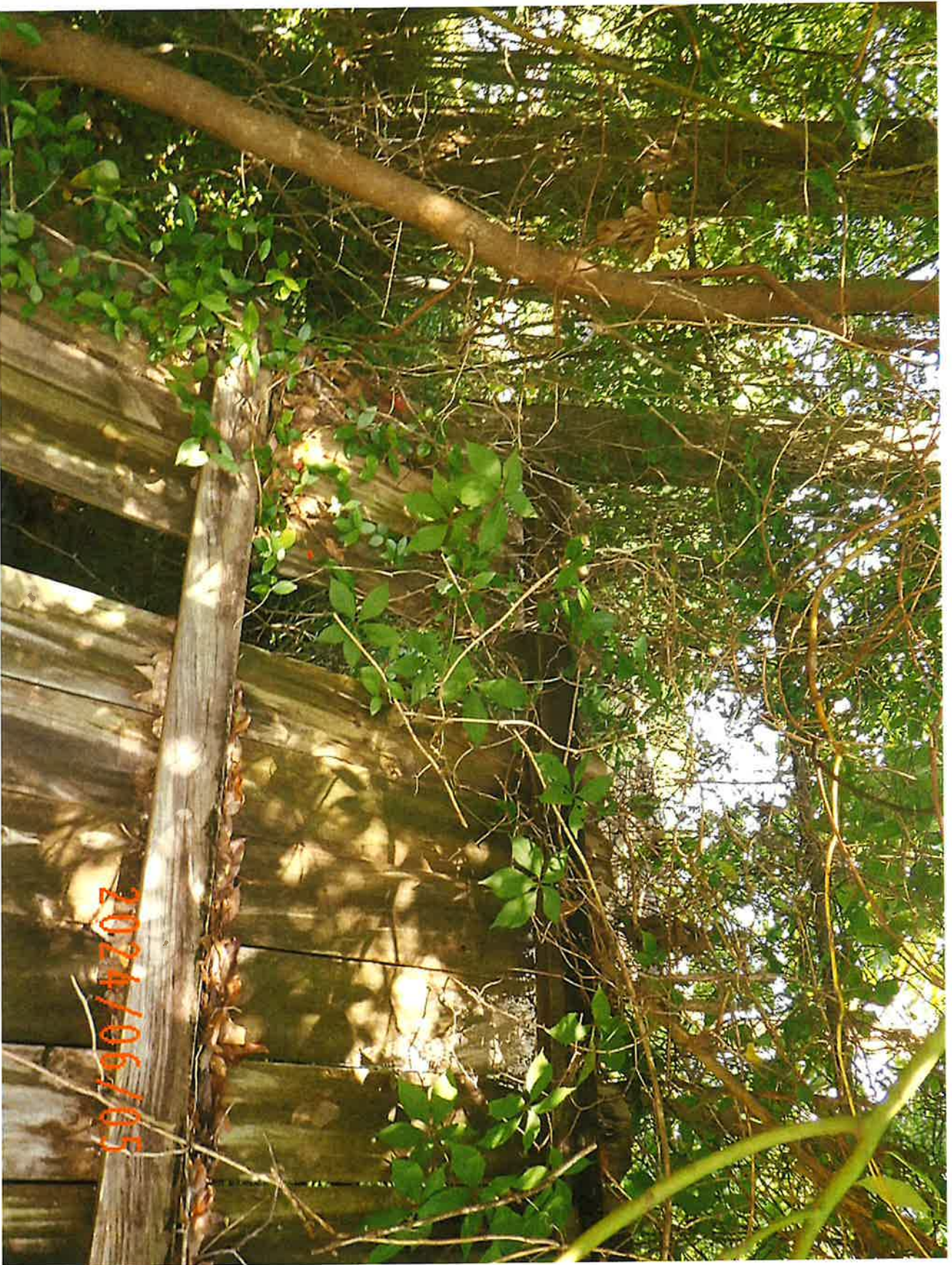


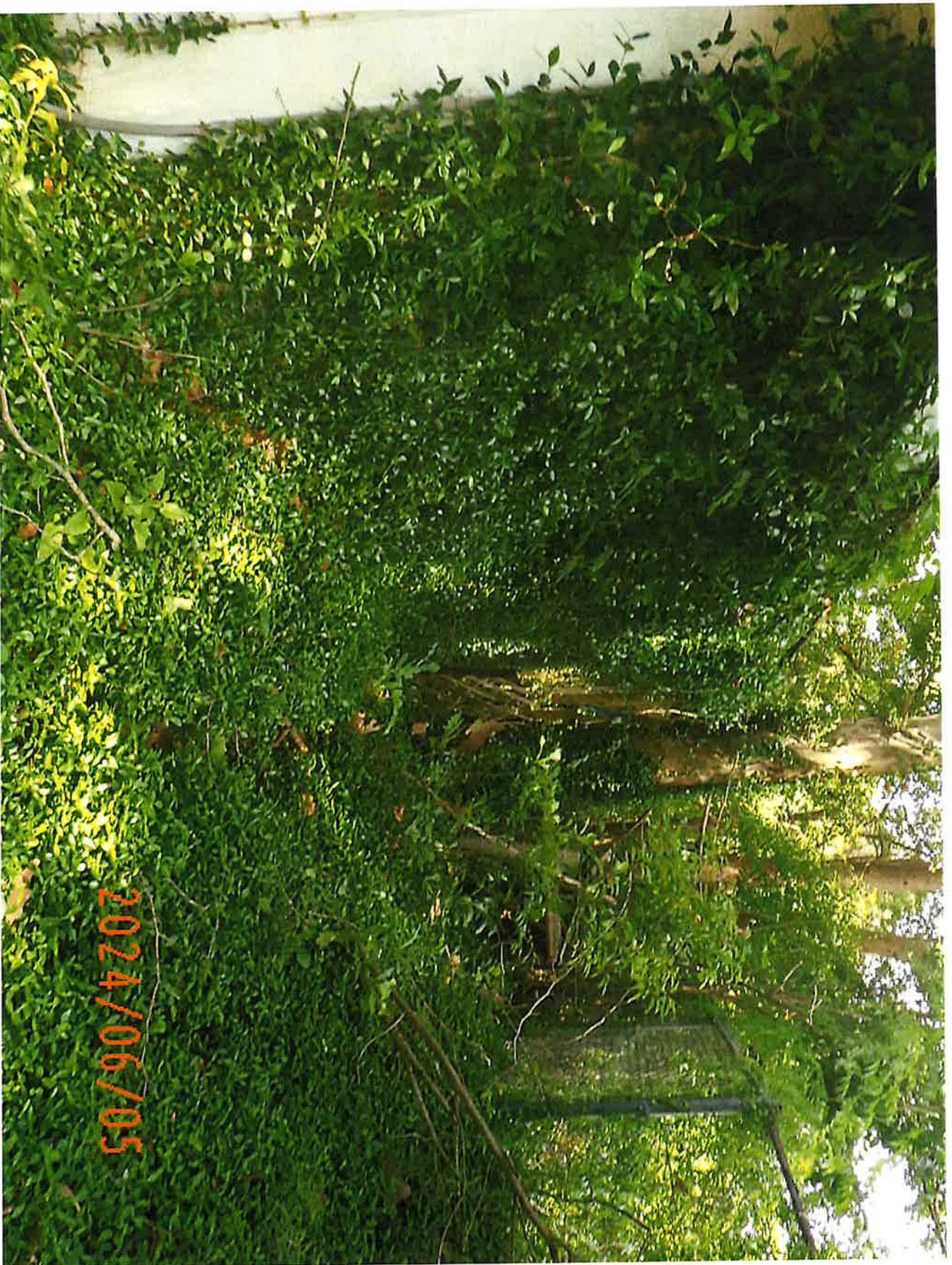








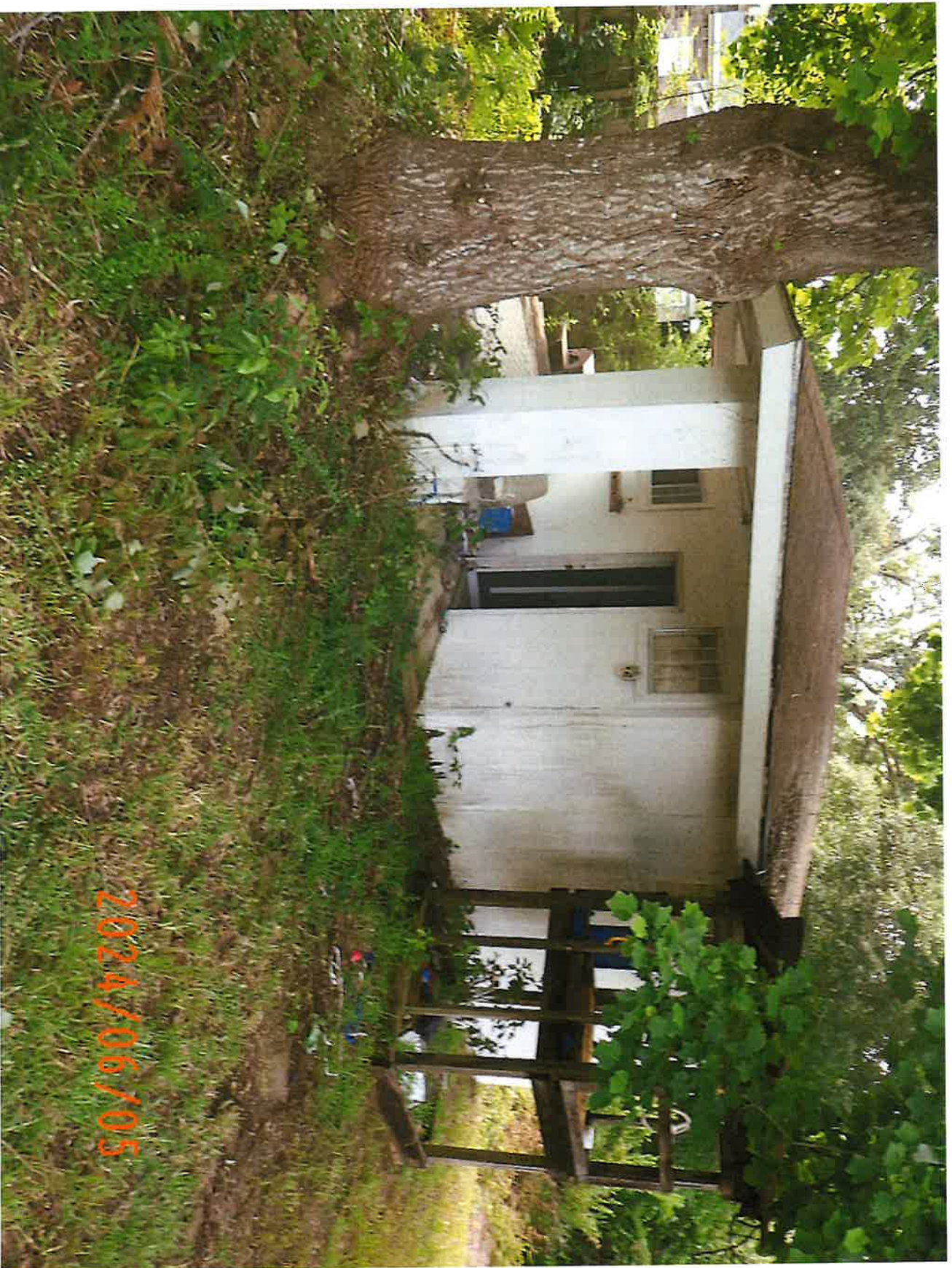
















Affidavit of Mailed Notice



Date: June 11, 2024

State of Alabama
County of Mobile

Subject Property – 4591 Cypress Shores Drive (fka Road)

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **8 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

A handwritten signature in blue ink that reads 'Gary Jackson'.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 4591 Cypress Shores Drive

Date: March 7, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 5, 2024

Per the Title Report, the owner is: Regina C. Somers

Notes: There is an unrecorded redemption deed from US Bank back to Regina Somers dated June 24, 2021. Darlene Palmer Hayes also redeemed on behalf of Regina Somers the 2021 tax sale. I received this information per phone call and email from Jessica Davis from the Mobile County Revenue Commission on 3/6/2024.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- 1 Regina C. Somers
Mechelle Heyen
4591 Cypress Shores Dr
Mobile AL 36619-9717

Owner
Revenue Commission website subject/location
address
LexisNexis address good 1/2006 – 4/2023
Phone numbers are 251-626-9330 and 251-391-
4460 good 2020 through 2023

- 2 Regina C. Somers
9861 Shadow Wood Dr
Mobile AL 36608-9235

LexisNexis address good 4/2002 - 12/2023

Relatives of Regina C. Somers (70 years old)

- 3 Mechelle Heyen
910 Dickenson Ave
Mobile AL 36609-5190

Daughter of Regina C. Somers
LexisNexis address good 4/2019
Phone number is 251-988-7994 good 2/2024

- 4 Jonathan Bryant Roussos
6061 Colonial Pkwy Unit 5101
Gulf Shores AL 36542-5507

Son of Regina C. Somers
LexisNexis address good 10/2023 – 1/2024
Phone numbers are 340-244-1770 and 251-200-
0810 good 2023

- 5 Jonathan Bryant Roussos
4193 Inverness Cir
Gulf Shores AL 36542-4155

LexisNexis address good 10/2023

- | | | |
|---|--|---|
| 6 | Darlene Palmer Hayes
5657 Mounthill Ct Apt 248
Theodore AL 36582-8813 | Redemption paid by Darlene Palmer Hayes on behalf of Regina C. Somers for 2021 and 2022 tax years. Phone numbers are 251-623-0591 and 251-391-9115. |
| 7 | US Bank as Custodian for Tower
VII 2017-1
10 North Park Place, Ste 300
Morristown NJ 07960 | Unrecord redemption deed to Regina Somers for parcel 3306243001035.001 key number 2001121
Mobile County Revenue Commission |
| 8 | US Bank as Custodian for Tower
VII 2017-1
c/o Gary S Olshan
1812 3 rd Ave N
Birmingham AL 35203 | Unrecord redemption deed to Regina Somers for parcel 3306243001035.001 key number 2001121
Mobile County Revenue Commission |

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Councilmember Ben Reynolds - District 4

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **3931 Point Road** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **3931 Point Road** described as:

LOT 12 BLK G CYPRESS SHORES ESTATES 1ST UNIT MBK 11 PG 83 #SEC 39 T5S
R2W #MP33 06 39 0 005

Parcel Number: 33 06 39 0 005 037

Last Assessed to: PNC BANK NATIONAL ASSOCIATION

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

June 3, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the text of the 'FR' field.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 11, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3931 POINT ROAD** OWNED BY OR MAY HAVE AN INTEREST: **PNC BANK NATIONAL ASSOCIATION**, IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 33 06 39 0 005 037

COUNCIL DISTRICT 4 – BENN REYNOLDS

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey -Re-Check

Flood Zone

Report Date - _____

Property Address

3931 POINT ROAD

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R	FLOOD ZONE	

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y <i>GP</i>
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01/23/2024	Comments	

Property Score

Score	43 51	Score Description	REVIEW COMM FLOOD ZONE <i>GP</i>
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REVIEW COMMITTEE

SECURE *A*

DEMOLITION *X*

APPROVAL DATE *2/6/24*

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 04/16/2024

Property Address: 3931 Point Road

District No: 4

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
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- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☒ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
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- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



PNC Bank
3232 Newark Drive
Miamisburg, Ohio 45342-5421

April 16, 2024

**RE: 3931 Point Road
Project Number: ME-004-24**

Dear PNC Bank:

On April 8, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 3931 Point Road.

I. **PROPERTY** The legal description of the Property is as follows:

**LOT 12 BLK G CYPRESS SHORES ESTATES 1ST UNIT MBK 11 PG 83 #SEC 39 T5S R2W #MP33 06
39 0 005**

Parcel Number: 33 06 39 0 005 037

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

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☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **May 31, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **May 31, 2024**, provide the Code Official with a work plan to accomplish the repairs by **May 31, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **May 31, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **June 11, 2024, at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,

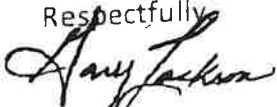
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

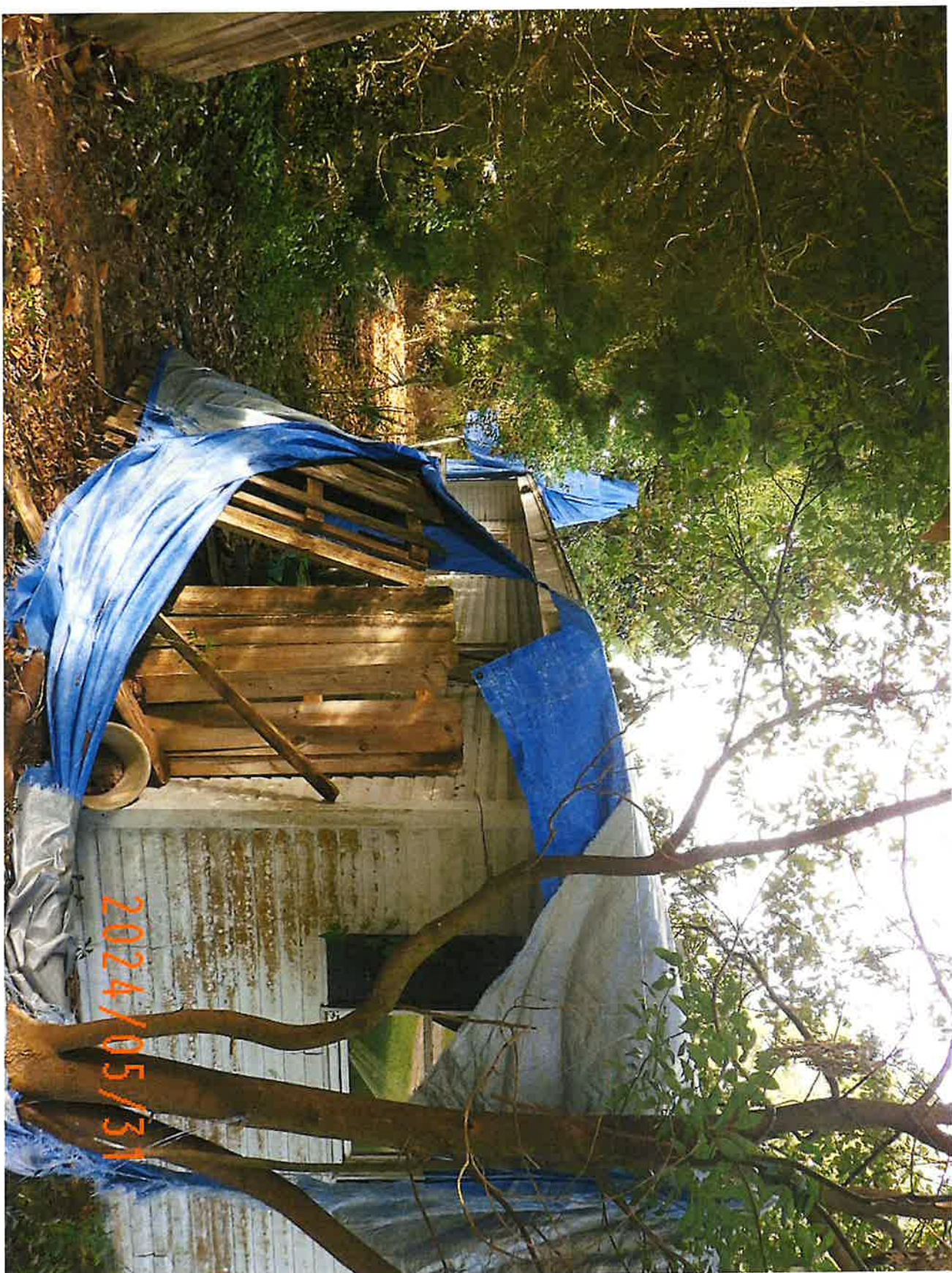
Deputy Director of Municipal Enforcement

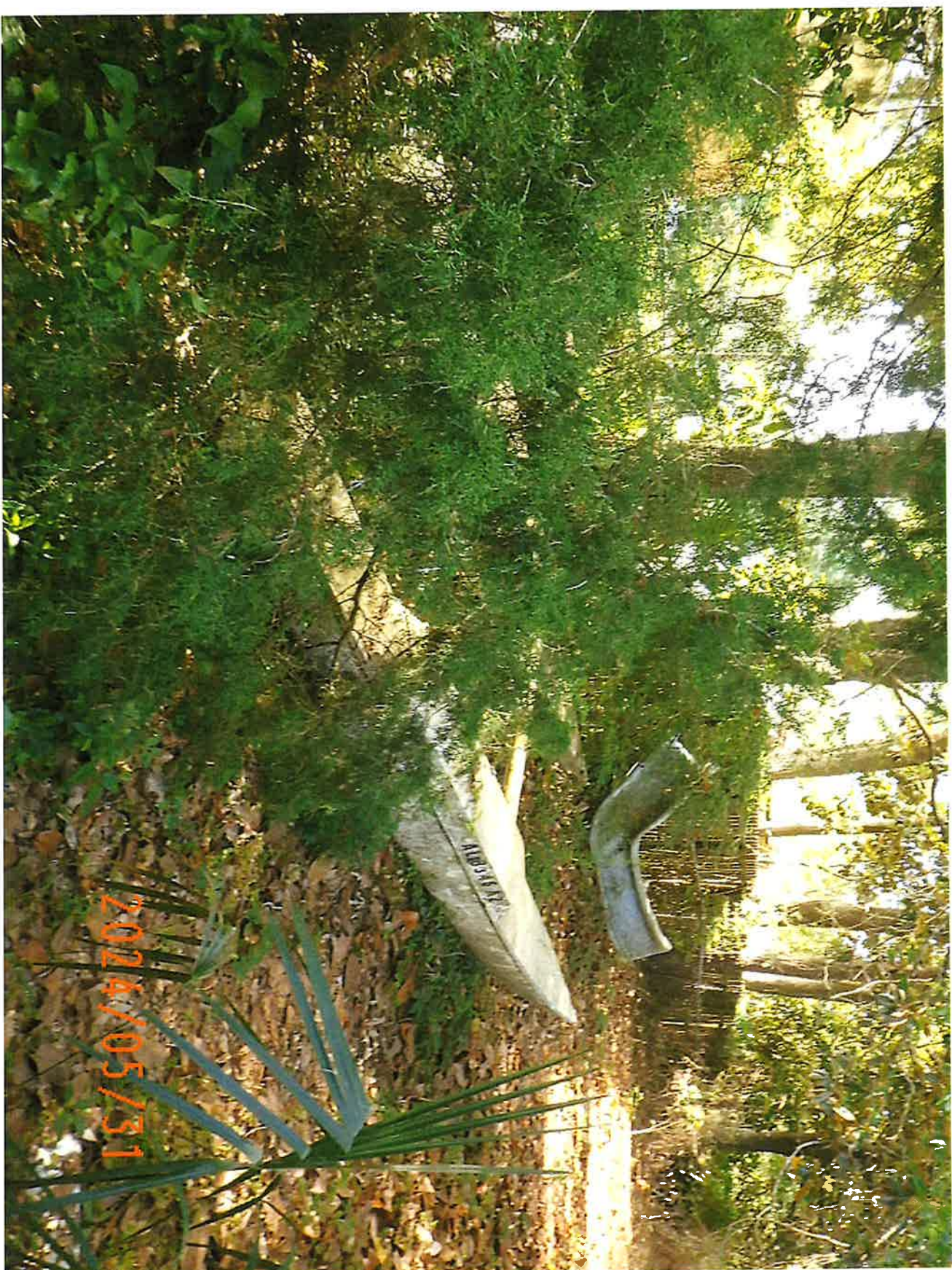


















NUISANCE ABATEMENT

3931 POINT ROAD

AGENDA PHOTOS / DW





2024/05/31



Affidavit of Mailed Notice



Date: June 11, 2024

State of Alabama
County of Mobile

Subject Property – 3931 Point Road

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

A blue ink signature of Gary Jackson, written in a cursive style.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 3931 Point Road

Date: March 19, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 14, 2024

Per the Title Report, the owner is: Heirs at Law and next of kin of Susan Marie Mansfield, a/k/a Susan M. White, a/k/a Susan M. Liles, deceased.

Tax Deed Interest in PNC Bank, National Association

Remainder Interest in Michael Joseph Turlington and Casey M. Turlington

NOTES: Susan Liles DOD 8/23/2023. There is a Tax Deed owned by PNC Bank. There is also an open mortgage that was once owned by AmSouth Bank, but they merged with PNC Bank. Also, a quit claim deed was issued to Susan Liles's daughter and husband by Susan Liles's Husband, Scotty Liles.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Scotty Liles
Michael Turlington
Casey Turlington
Benjamin Brody White
3931 Point Rd
Mobile AL 36619-9750 | Heir/Husband of Susan Liles. Revenue
Commission Location/subject address. LexisNexis
address good 11/2023. Phone number 251-623-
3592 good 2024 |
| 2 | Scotty Liles
6140 Vergos Dr S
Eight Mile AL 36613-3019 | LexisNexis address good 2/2024 |
| 3 | Michael Turlington and Casey
Turlington
3828 Saint Andrews Loop E
Mobile AL 36693-5338 | Heir/Son-in-law of Susan Liles. LexisNexis
address good 2/2024. Phone numbers are 251-
510-2656, 251-421-2392, and 251-510-2686 good
2024 |
| 4 | Benjamin Brody White
Richard Brock White
4 Cannonade Blvd
Spanish Fort AL 36527-3014 | Heir/son of Susan Liles. LexisNexis address good
12/2023. Phone numbers are 251-490-4760, 251-
214-6275, 407-547-6730 |

**TAX STATUS: TAX DEED INTEREST IN PNC BANK,
NATIONAL ASSOCIATION – 2023 TAXES DUE BY MAY
2024 OR WILL GO TO LIEN SALE**

- 5 PNC Bank Tax deed #7182 – recorded 7/30/2021, instrument
3232 Newark Dr number 2021049322 to PNC Bank, National
Miamisburg OH 45342-5421 Association.

Parties with recorded liens per Title Report: NONE

Open Mortgages

- 6 PNC Bank Revenue Commission mailing address – Paid
3232 Newark Dr taxes 2021 and 2022 tax year.
Miamisburg OH 45342-5421

Lis Pendens:

Lis Pendens – City of Mobile vs PNC Bank National Association, filed 1/23/2024, recorded 3/21/2024, instrument number 2024016325



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 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

Lana Gauthier

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 MOBILE, AL 36695 Tel#251-654-6107	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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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
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	Page 3
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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
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
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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 MOBILE, AL 36695 Tel#251-654-6107	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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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			
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
1	1000.30.15.1530.1530.1530.0000.0000.44020.			5750.00
	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
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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

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 7
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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.			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 EACH	68.75000	137.50
	Vendor Item			

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 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
012 BODY - SOLID KETTLEBELLS KBZ 60LB	2.00	75.00000	150.00
EACH			
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	81.25000	162.50
EACH			
Vendor Item			
1 1000.30.15.1530.1530.1530.0000.0000.44020.			162.50
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
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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

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
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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
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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

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

Requisition Link

Requisition Total 22252.75

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.		
POLICE ADMIN SERVICES EXP	22252.75	2974204.70
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	Ship To
GULF COAST FITNESS SERVICE LLC	POLICE 4TH PRECINCT
8806 JEFF HAMILTON RD	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 Ordered	Vendor Number
07/25/24	292197
Date Required	Ship Via
Terms	Department
	POLICE ADMIN SERVICES
-----	-----

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 13, 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

Lana Gauthier

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 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 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

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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General Notes

AS PER YOUR BID RESPONSE ON BID 63-24 ANNUAL TRAFFIC SIGN MATERIAL MOBILE COUNTY

001 Sign Complete, Mounted on Aluminum Blank, Alloy 50-52-H38, .080 Gauge Standard Holes, Aluminum to be Mill Certified, Sheeting with Compatible Ink, Stop, R1-1, 30", Octagon	200.00	36.25000	7250.00
	EACH		
1 1000.40.20.3005.2060.3005.0000.0000.44020.			7250.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

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 852 GAYLE STREET
 MOBILE, AL 36604

002 Sign Complete, Mounted on Aluminum Blank, Alloy 50-52-H38 .080 Gauge, Standard Holes, Aluminum, To be Mill Certified, Sheeting to be 3M	100.00	52.22000	5222.00
	EACH		

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
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 MOBILE, AL 36604

003	R1-2 .080 x 30" Triangle 4090 SCR Yield	100.00 EACH	20.96000	2096.00
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1	1000.40.20.3005.2060.3005.0000.0000.44020.			2096.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

===== 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 3
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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	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
 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
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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
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Deliver To
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 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
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 EACH	Unit Price	Net Price
1	3930 SCR R8-3 No Parking Symbol (blank space) Tow-Away Zone Symbol 1000.40.20.3005.2060.3005.0000.0000.44020.			10417.00
	Ship To TRAFFIC ENGINEERING 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			

===== 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 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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Deliver To
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 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
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Deliver To
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 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
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1 1000.40.20.3005.2060.3005.0000.0000.44020. 1140.00

Ship To
 TRAFFIC ENGINEERING
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 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 7
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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	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

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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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
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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
 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
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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 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

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	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	100.00	28.75000	2875.00
One Side	EACH		

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	100.00	28.75000	2875.00
No Outlet	EACH		

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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 10
=====	=====
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

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 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Vendor Date Ship Terms Department
Ordered Number Required Via

07/22/24 270972 TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.3005.2060.3005.0000.0000.44020.			2875.00
	Ship To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
	Deliver To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
017	w14-1 .080 x 30" Diamond 3931 SCR	100.00	28.75000	2875.00
	Dead End	EACH		
1	1000.40.20.3005.2060.3005.0000.0000.44020.			2875.00
	Ship To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
	Deliver To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
018	w3-1 .080 Diamond 3930 SCR Stop	100.00	42.30000	4230.00

===== 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 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
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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 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

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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	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

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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
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1 1000.40.20.3005.2060.3005.0000.0000.44020. 1840.00

Ship To
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852 GAYLE STREET
MOBILE, AL 36604

Deliver To
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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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Vendor
 VULCAN INC
 VULCAN SIGNS
 P O BOX 11407
 DEPT 6397
 BIRMINGHAM, AL 35246-6397

Ship To
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 MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/24	1270972				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
MOBILE, AL 36604			
022 080 X12 X18 RECT 080 X 12 X18 RECT	100.00	4.56000	456.00
	EACH		

1 1000.40.20.3005.2060.3005.0000.0000.44020. 456.00

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Deliver To
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 852 GAYLE STREET
 MOBILE, AL 36604

023 080 X 24 X 30 - STOCK 080 X 24 X 30 RECT	100.00	14.50000	1450.00
	EACH		

1 1000.40.20.3005.2060.3005.0000.0000.44020. 1450.00

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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 14
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
	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
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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	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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 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
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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

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 17
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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	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

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

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MOBILE COUNTY COMMISSION

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DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

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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

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MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

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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

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MOBILE COUNTY COMMISSION

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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

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MOBILE COUNTY COMMISSION

TOPIC: ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
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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

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MOBILE COUNTY COMMISSION

TOPIC: ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
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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

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MOBILE COUNTY COMMISSION

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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

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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:

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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

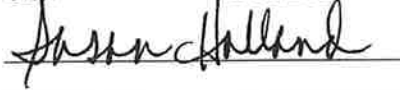
MOBILE COUNTY COMMISSION

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 Rambert

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.

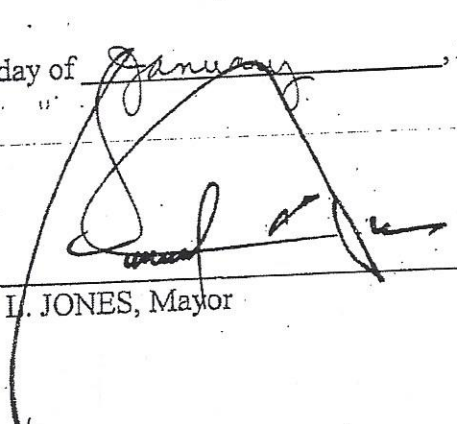
3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require 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.

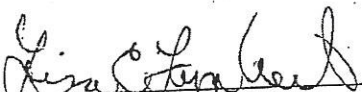
6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2010.



SAMUEL L. JONES, Mayor

ATTEST:



Lisa C. Lumbert
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~~

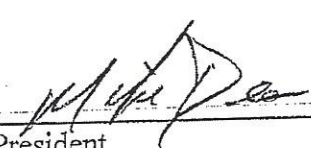
purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

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.

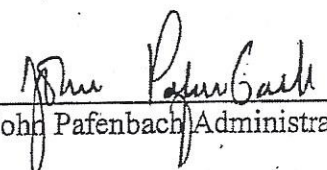
5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This resolution authorizes but does not mandate joint purchasing agreements with the City.

ENTERED INTO, this 11th day of January, 200¹⁰~~9~~.


Mike Dean, President

ATTEST:


John Pafenbach Administrator



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 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

Lana Gauthier

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: 9105fo1a 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 Desktop Client License win/Mac PUBLIC/GOVT MPN: DCLW-MPG	800.00 EACH	21.36000	1425899.00. 17088.00
-----	---	----------------	----------	-------------------------

1	1000.10.23.5000.5000.5000.0000.0000.42115.			17088.00
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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 PUBLIC/GOVT MPN: MLA-IT-PG	700.00 EACH	9.48000	6636.00
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1	1000.10.23.5000.5000.5000.0000.0000.42115.			6636.00
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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: 9105fo1a 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

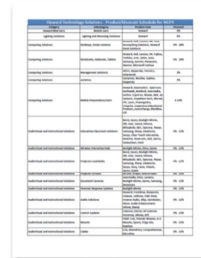
Howard Technology Solutions

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
elmiller@howard.com
601-399-5720

GOVERNMENT
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

ABOUT US

RESOURCES

CAREERS



OMNIA[®]
PARTNERS

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.

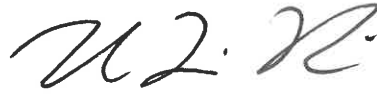
Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such 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 13, 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

Lana Gauthier

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
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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
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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
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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
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 13, 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



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 13, 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
Lana Gauthier

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)

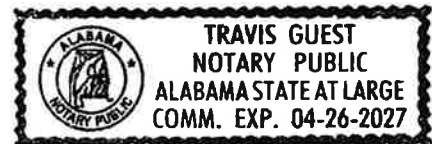
COMPANY OFFICER: Cathy Moody
(Typed)

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	
<i>Purchase Document Copies</i>	
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
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>Manika 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

ATTENDANCE ROSTER

[illegible]

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 13, 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

Lana Gauthier

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

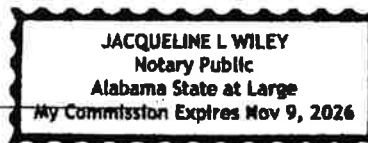
STATE OF Alabama
COUNTY OF Mobile

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).

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:

SCOPE OF WORK
PAGE 3 OF 7

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 (MMOA)
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



SCOPE OF WORK
PAGE 6 OF 7

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)

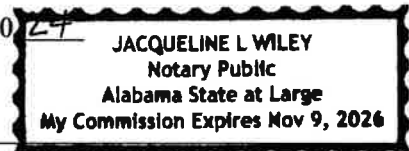
COMPANY OFFICER: James D Butler
(Typed)

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:	
		NAIC # 20699 29742	

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 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ 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) \$ \$
	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	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? ☐ 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\PROJECTS\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 13, 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

Lana Gauthier

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

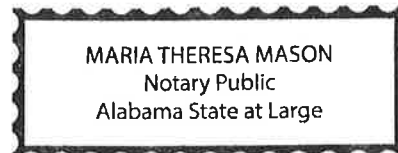
Notary Public

My Commission expires on: April 29, 2025

CITY,

Its Mayor

Date



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 butter.complete.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

Butter Complete Services LLC
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. 8141-8148) 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 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 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.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 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 ☐ 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 ☐ EXCESS LIAB ☐ 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 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 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		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>ACE PROP & CAS INS CO</td><td>20699</td></tr><tr><td>INSURER B:</td><td>INTEGON NATL INS CO</td><td>29742</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE PROP & CAS INS CO	20699	INSURER B:	INTEGON NATL INS CO	29742	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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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 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 13, 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

Lana Gauthier

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 36602

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

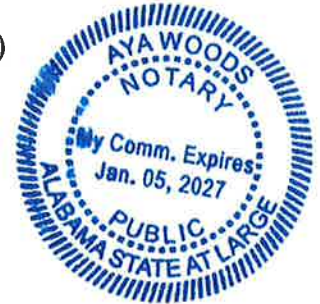
By signing this contract, Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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 Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 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.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 <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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By Ernest Hughes Jr.

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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	FAX (A/C, No): 334-271-0491
	PHONE (A/C, No, Ext): 334-694-5862	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 ☒ PRO-JECT ☒ 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

Close

Q

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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

Location

203 NORTH FLORIDA STREET
MOBILE AL 36607



Area

CITY

Type

LLC

Parcel ID

01 506472

Seq: 0

Clear Loc

Square Feet

Last maint

12/1

Location Descr

P/P ID

0

Last audit

Source

Munis

Assoc business

Business Info

NAICS/SIC

Contact Info

Text/Comments

Other

Facility

User Defined

Business Owner

31103

HUGHES 360 SERVICES LLC

DBA *

HUGHES 360 SERVICES LLC

License CIDs

R/E Owner

467986

HUGHES ERNEST & MONICA

Agent/Operator

31104

UNIQUE CONNECT IN

2 of 3

Navigation icons

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 13, 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

Lana Gauthier

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 \$ <u>4,000.00</u>	
HOWELLS FERRY ROAD	Cody Road	West of Schillinger
	Price for one (1) mowing, trimming, and edging \$ <u>3,000.00</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>2,800.00</u>	
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 \$ <u>2,000.00</u>	
OLD GOVERNMENT ST RD	Dawes to Schillinger	7540 Old Government St E to Deadend
	Price for one (1) mowing, trimming, and edging \$ <u>1,800.00</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>3,000.00</u>	
SOLLIE ROAD	Airport Boulevard	South of Oakbriar Subdivision
	Price for one (1) mowing, trimming, and edging \$ <u>3,200.00</u>	
YORKHAVEN ROAD	7991 Yorkhaven Road	Schillinger
	Price for one (1) mowing, trimming, and edging \$ <u>3,200.00</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**



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 13, 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
Lana Gauthier

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

CONSULTANT (Thompson Engineering, Inc.)

Signature

Signature Kendall Kilpatrick

William S. Stimpson

As Its: Mayor

As Its: CEO

ATTEST:

ATTEST:

City Clerk

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	N/A	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)

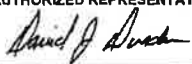
PROJECT NAME: Zeigler Boulevard (Athey Road to Forest Hill Drive)

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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y Y	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 N/A					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/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 Planned Unit Development located at 5800 Southland Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 13th day of **August**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at **5800 Southland Drive**.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 16, 2014 to allow multiple buildings on a single building site on property located at 5800 Southland Drive and described as follows:

LOT 1, CHARTER SOUTHLAND HOSPITAL, RESUBDIVISION OF LOT 1, RESUBDIVISION OF LOTS 1 AND 2, ACCORDING TO THE PLAT THEROF AS RECORDED IN MAP BOOK 128, PAGE 76, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on April 22, 2024 allowing multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on June 20, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;

7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Will not impede the orderly development and improvement of surrounding property;
- C. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- D. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- E. Shall not be detrimental or endanger the public health, safety or general welfare.

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

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

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 13th day of August, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th day of July, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5800 Southland Drive. The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 16, 2014. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on a single building site. If approved, the major modification allowing multiple buildings on a single building site is subject to the following proposed conditions: 1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements; 2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council; 3. Compliance with all Engineering comments noted in the staff report; 4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report; 5. Compliance with all Urban Forestry comments noted in the staff report; 6. Compliance with all Fire Department comments noted in the staff report; 7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and 8. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 16, 2014 to allow multiple buildings on a single building site on property located at 5800 Southland Drive and described as follows:

LOT 1, CHARTER SOUTHLAND HOSPITAL, RESUBDIVISION OF LOT 1, RESUBDIVISION OF LOTS 1 AND 2, ACCORDING TO THE PLAT THEROF AS RECORDED IN MAP BOOK 128, PAGE 76, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on April 22, 2024 allowing multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on June 20, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Will not impede the orderly development and improvement of surrounding property;
- C. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

- D. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- E. Shall not be detrimental or endanger the public health, safety or general welfare.

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

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

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Robert Carlock, AltaPointe Health Systems, Inc.
5800 Southland Drive
Council District 6
Josh Woods



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

July 3, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 20, 2024 considered the request of Robert Carlock, AltaPointe Health Systems, Inc. for a Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on a single building site for the property located at 5800 Southland Drive.

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

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in this staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in this staff report;
5. Compliance with all Urban Forestry comments noted in this staff report;
6. Compliance with all Fire Department comments noted in this staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

dla
Attachments

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5800 Southland Drive. The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 16, 2014. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on a single building site. If approved, the major modification allowing multiple buildings on a single building site is subject to the following proposed conditions: 1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements; 2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council; 3. Compliance with all Engineering comments noted in the staff report; 4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report; 5. Compliance with all Urban Forestry comments noted in the staff report; 6. Compliance with all Fire Department comments noted in the staff report; 7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and 8. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 16, 2014 to allow multiple buildings on a single building site on property located at 5800 Southland Drive and described as follows:

LOT 1, CHARTER SOUTHLAND HOSPITAL, RESUBDIVISION OF LOT 1, RESUBDIVISION OF LOTS 1 AND 2, ACCORDING TO THE PLAT THEROF AS RECORDED IN MAP BOOK 128, PAGE 76, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on April 22, 2024 allowing multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on June 20, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
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6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Will not impede the orderly development and improvement of surrounding property;
- C. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- D. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- E. Shall not be detrimental or endanger the public health, safety or general welfare.

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

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

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. Full compliance with all municipal codes and ordinances.

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

adopted:

Lisa Lambert, City Clerk

Robert Carlock, AltaPointe Health Systems, Inc.
5800 Southland Drive
Council District 6
Josh Woods



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 24, 2024

Robert Carlock
AltaPoint Health Systems, Inc.
5800 Southland Drive
Mobile, Alabama 36693

Re: 5800 Southland Drive
MOD-002924-2024
Robert Carlock, AltaPoint Health Systems, Inc.
District 6
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site.

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

At its meeting on June 20, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request will not impede the orderly development and improvement of surrounding property;
- c. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- d. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- e. The request shall not be detrimental or endanger the public health, safety or general welfare.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;

MOD-002924-2024 5800 Southland Drive
June 24, 2024

2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. Full compliance with all municipal codes and ordinances.

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

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:


Margaret Pappas
Deputy Director of Planning and Zoning



City of Mobile • Planning & Zoning

Application Completeness Review

The Planning & Zoning staff have reviewed the below referenced submittal (Case #) and required items are not included with the application.

Please note, an incomplete application (which includes payment of required fees) cannot be processed and consequently cannot be placed on a Planning Commission or Board of Adjustment agenda.

Any shot clock associated with an application for a Class 1-4 Telecommunications Permit does not commence until a complete application is filed.

In order for an application to be complete, the items below must be submitted, and all fees paid.

Applicant Name:	Robert Carlock
Case #	MOD-2924-2024
Application Address	5800 Southland Dr
Deficiencies	Staff has completed its review of the above Major MOD application. The below items must be addressed before the application can be considered complete and placed on an agenda for review by the Planning Commission. Please address the following: 1.If you have not done so already, email the DWG AutoCAD file for the PUD site plan to our GIS staff. Marine and Graham are copied here. 2.The "ZON Description & Justification of Request" document that was required to be submitted with your application is just that, a description and/or justification for what is being requested. In this case the Major Modification of an Existing PUD. Please submit a pdf or word document briefly explaining the reason for the request. Please note that ALL of the above items must be addressed by no later than noon on May 20, 2024. If addressed by this deadline an invoice will be issued for your application fees. Only after ALL application fees have been processed will the application be considered complete and placed on the agenda for the June 20, 2024 Planning Commission Meeting. If this deadline is not met your application will be heldover until such time as it is made complete.

Reviewed By: Payton Rogers

Date: 04/24/2024



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:	Robert Carlock	Larry Smith
Firm:	AltaPointe Health Systems, Inc.	S.E. Civil
Phone:	251-662-7294	251-990-6566
Email:	rcarlock@altapointe.org	lsmith@secivileng.com
Address:	5800 Southland Drive	9969 Windmill Road

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	J. Tuerk Schlesinger	Larry Smith
Firm:	AltaPointe Health Systems, Inc.	S.E. Civil
Phone:	251-450-5901	251-990-6566
Email:	ceo@altapointe.org	lsmith@secivileng.com
Address:	5800 Southland Dr	9969 Windmill Road

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

5800 Southland Drive Mobile, AL 36693

16.96 AC. ±

Property Address

Property Area (acres or square feet)

R023302094000001.002

01897344

Parcel Number(s) or Key Number(s)

B-1

B-1

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

J. Tuerk Schlesinger Digitally signed by J. Tuerk Schlesinger
Date: 2024.04.16 09:55:30 -05'00'

04/16/2024

Owner Signature

Date

J. Tuerk Schlesinger Digitally signed by J. Tuerk Schlesinger
Date: 2024.04.16 09:59:22 -05'00'

04/16/2024

Applicant or Agent Signature (if applicable)

Date

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

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

J. Tuerk Schlesinger Digitally signed by J. Tuerk Schlesinger
Date: 2024.04.16 10:00:05 -05'00'

04/16/2024

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

The proposal aligns with the Comprehensive Plan, Map for Mobile in multiple aspects. The plan calls for growth and regeneration of areas located within Mobile. AltaPointe strives for the advancement of human development simultaneously with community development by helping restore areas that require growth and more resources to better facilitate the surrounding areas and its people. The land that is available on the property is more than sufficient for expansion and still maintains the surrounding environment.

Low Density Residential

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

The proposal and plan is compatible with the character of the surrounding neighborhood in the sense of zoning and nearby community. The property is located to the far east side of the City of Mobile's zoning and is located in an area that contains many adjacent B-1 Buffer Business zones. The proposal does not propose any deficiencies to the surrounding properties and will help create a better suited location for people and their families to receive services.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

The proposal prevents impacts on the development or improvement of adjacent property by closely adhering to guidelines and policies set forth by the city and state. The expansion to AltaPointe will not encroach on nearby properties and will still be following environmental guidelines. Grading and drainage will be maintained on the site and shall not create negative impacts on the nearby community.

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

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

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Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
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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)

Located along the south property line. Brick veneer on CMU wall structure at an elevation of 19 ft.

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

Landscaping for the parking and building wing addition will maintain the existing campus density and style. Frontage trees will be replaced where the new bldg. addition will impact existing trees. The northern property line abutting the residential area will be planted with an evergreen buffer to screen the new parking.

- ☐ Lighting:

The lighting for the site meets development standards and regulations.

- ☐ Hours of operation:

24 hrs.

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

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare. During each phase of the project, a Pre Construction Risk Assessment will be conducted with a multidisciplinary team to include the contractor, clinical representative, facilities staff, administrative staff and other stakeholders as needed. This team will assess and mitigate findings in the areas of Dust, noise, vibrations, Life Safety concerns, general safety, chemical use and SDS. The team will take the patients, employees, visitors and surrounding community into account.

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

This project will serve the mentally ill of the community by increasing inpatient beds to better provide access to care, treatment and services.

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



Corporate Letter of Authorization

I, J. Tuerk Schlesinger, give authority for the following person(s) to execute all documents and activities (including but not limited to: signing permit applications, affidavits and flood documentation, scheduling inspection and signing Temporary Certificates of Occupancy) with the City of Mobile Permitting Department, on behalf of AltaPointe Health Systems, Inc., a corporation for the property located within the city limits of Mobile, Alabama at 5800 Southland Drive.

I acknowledge that both my designee(s) and the corporation, as enumerated below, and as further illustrated in all signed permitting documents, will be fully responsible for compliance with all applicable codes and ordinances, including but not limited to the currently adopted ICC and NEC, as well as compliance with requirements of the State of Alabama Homebuilders Licensure Board and the Alabama Licensure Board for General Contractors.

Larry Smith

Designee (1)

lsmith@secivileng.com

Email

251-990-6566

Phone Number

Signature of Company Owner

Colton Chapman

Designee (2)

cchapman@secivileng.com

Email

251-990-6566

Phone Number

04/16/2024

Date

STATE OF Alabama
COUNTY OF Mobile
CITY OF Mobile

Before me this day 16 of April, 2024, appeared J. Tuerk Schlesinger, who, being duly sworn deposed and says that he/she has read, understands and agrees to comply with the aforementioned conditions, and signs the foregoing under the penalty of perjury.

Notary Public

My commission expires: 04/14/2025



Plan Submission Contact Information

Name of Project AltaPointe Health Systems

Address 5800 Southland Drive, Mobile, AL

Owner J. Tuerk Schlesinger

Address 5800 Southland Dr, Mobile, AL Zip Code 36693

Phone 251-450-5901 Fax _____ Email ceo@altapointe.org

Authorized Agent Larry Smith

Address 9969 Windmill Road, Fairhope, AL Zip Code 36532

Phone 251-990-6566 Fax _____ Email lsmith@secivileng.com

Contractor TBD

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Larry Smith

Address 9969 Windmill Road, Fairhope, AL Zip Code 36532

Phone 251-990-6566 Fax _____ Email lsmith@secivileng.com

Architect Walcott Adams Verneuille Architects

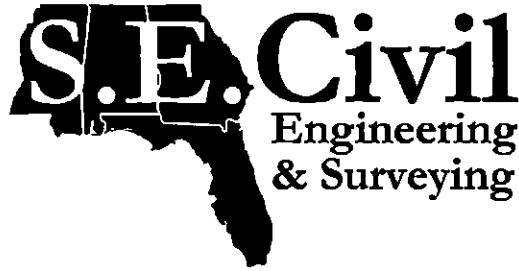
Address One South School Street, Fairhope, AL Zip Code 36532

Phone 251-928-6041 Fax 251-928-6045 Email rusty@wavarchitects.com

Submitted by: _____

Signature [Signature] Print Larry Smith

Date 4/16/24 Affiliation to project/Organization Authorized Agent



April 18, 2024

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

Re: AltaPointe Health Systems, Inc. - Southland Dr
S.E. Civil Project #20231274

To Whom it May Concern:

We have submitted an application for AltaPointe Health Systems, Inc. on Southland Drive in Mobile for the upcoming May 2024 Planning Commission Public Hearing. The reason for the modification of the existing PUD is due to the expansion of existing buildings and parking currently located at this location.

The proposed use of the project is to better help serve patients that have mental problems by expansion of the facilities. A new building that ties into the existing hospital is being proposed to further the outreach of hospitable care and patients that can be accepted into care for the surrounding areas and not be turned away due to a shortage in facilities, employees, or bed space. Operations that involve the use of equipment or machinery will be accessed during each phase of the project using a pre-construction risk assessment conducted with a multidisciplinary team to include the contractor, clinical representative, facility staff, administrative staff, and other stakeholders as needed. This team will assess and mitigate findings in the areas of dust, noise, vibrations, life safety concerns, general safety, chemical use and SDS.

The team will take the patients, employees, visitors, and surrounding community into account. The facility always operates 24/7. The number of employees that are currently at this location totals 88. The additional staff that will be employed once the new unit is in place will total 17. In total there will be an anticipated staff of 105 employees at one time. The gross square footage of the site is 738,778 SF. The parking requirements for this site are that there should be 190 total parking spaces. The site plan being submitted shows a provided parking count of 227 spaces. The parking requirement for ADA is to have 15 accessible spaces. The site plan being submitted shows a provided 18 accessible parking spaces.

If you have any questions, please feel free to contact me.

Sincerely,

Larry Smith, PE
lsmith@secivileng.com

LOT 1, CHARTER SOUTHLAND HOSPITAL, RESUBDIVISION OF LOT 1, RESUBDIVISION OF LOTS 1 AND 2,
ACCORDING TO THE PLAT THEROF AS RECORDED IN MAP BOOK 128, PAGE 76, IN THE OFFICE OF THE
JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

ALTAPOINTE HEALTH SYSTEMS INC
5750A SOUTHLAND DR
MOBILE AL 36693

ALTAPOINTE HEALTH SYSTEMS INC
5750A SOUTHLAND DR
MOBILE AL 36693

ALTAPOINTE HEALTH SYSTEMS INC
5750A SOUTHLAND DR
MOBILE AL 36693

ARNOLD BARRY O & WENDY
5808 BLUERIDGE DR SO
MOBILE AL 36693

ARNOLD BARRY O & WENDY
5808 BLUERIDGE DR SO
MOBILE AL 36693

ARNOLD BARRY O & WENDY
5808 BLUERIDGE DR SO
MOBILE AL 36693

BARNES PAUL R & BETTY ELAINE RUSSELL BARNES
3040 LINDHOLM DR E
MOBILE AL 36693

BARNES PAUL R & BETTY ELAINE RUSSELL BARNES
3040 LINDHOLM DR E
MOBILE AL 36693

BARNES PAUL R & BETTY ELAINE RUSSELL BARNES
3040 LINDHOLM DR E
MOBILE AL 36693

BATES CLIFTON & BONNIE B
3012 BLUE RIDGE DR W
MOBILE AL 36693

BATES CLIFTON & BONNIE B
3012 BLUE RIDGE DR W
MOBILE AL 36693

BATES CLIFTON & BONNIE B
3012 BLUE RIDGE DR W
MOBILE AL 36693

BLAIZE BERNARD ANDREW II & SARAH ELIZABETH
BLAIZE
5804 BLUE RIDGE DR S
MOBILE AL 36693

BLAIZE BERNARD ANDREW II & SARAH ELIZABETH
BLAIZE
5804 BLUE RIDGE DR S
MOBILE AL 36693

BLAIZE BERNARD ANDREW II & SARAH ELIZABETH
BLAIZE
5804 BLUE RIDGE DR S
MOBILE AL 36693

CASTRO VICTOR & LUCILLE RICHBURG CASTRO
3370 BRISTLECONE DR
MOBILE AL 36693

CASTRO VICTOR & LUCILLE RICHBURG CASTRO
3370 BRISTLECONE DR
MOBILE AL 36693

CASTRO VICTOR & LUCILLE RICHBURG CASTRO
3370 BRISTLECONE DR
MOBILE AL 36693

CROWE LISA MICHELLE SOLE TRUSTEE OR HER
SUCCESSORS IN TRUST UNDER THE LISA
5825 BLUE RIDGE DR S
MOBILE AL 36693

CROWE LISA MICHELLE SOLE TRUSTEE OR HER
SUCCESSORS IN TRUST UNDER THE LISA
5825 BLUE RIDGE DR S
MOBILE AL 36693

CROWE LISA MICHELLE SOLE TRUSTEE OR HER
SUCCESSORS IN TRUST UNDER THE LISA
5825 BLUE RIDGE DR S
MOBILE AL 36693

DALLAS JOYCE ANN
5813 BLUE RIDGE DR S
MOBILE AL 36693

DALLAS JOYCE ANN
5813 BLUE RIDGE DR S
MOBILE AL 36693

DALLAS JOYCE ANN
5813 BLUE RIDGE DR S
MOBILE AL 36693

EQUITY TRUST COMPANY CUSTODIAN FOB JOHN F
LOUPE IRA
19644 S MUIRFIELD CIR
BATON ROUGE LA 70810

EQUITY TRUST COMPANY CUSTODIAN FOB JOHN F
LOUPE IRA
19644 S MUIRFIELD CIR
BATON ROUGE LA 70810

EQUITY TRUST COMPANY CUSTODIAN FOB JOHN F
LOUPE IRA
19644 S MUIRFIELD CIR
BATON ROUGE LA 70810

GANDY CATHY E
5809 BLUE RIDGE DR S
MOBILE AL 36693

GANDY CATHY E
5809 BLUE RIDGE DR S
MOBILE AL 36693

GANDY CATHY E
5809 BLUE RIDGE DR S
MOBILE AL 36693

HARRIS GEORGE E & SHERRY E
3008 BLUE RIDGE DR W
MOBILE AL 36693

HARRIS GEORGE E & SHERRY E
3008 BLUE RIDGE DR W
MOBILE AL 36693

HARRIS GEORGE E & SHERRY E
3008 BLUE RIDGE DR W
MOBILE AL 36693

HENNING LAWRENCE M & BELINDA B
5704 BLUE RIDGE DR S
MOBILE AL 36693

HENNING LAWRENCE M & BELINDA B
5704 BLUE RIDGE DR S
MOBILE AL 36693

HENNING LAWRENCE M & BELINDA B
5704 BLUE RIDGE DR S
MOBILE AL 36693

HOWELL CHRISTOPHER LEE & KATELIN SHEA
HOWELL
5817 BLUE RIDGE DR S
MOBILE AL 36693

HOWELL CHRISTOPHER LEE & KATELIN SHEA
HOWELL
5817 BLUE RIDGE DR S
MOBILE AL 36693

HOWELL CHRISTOPHER LEE & KATELIN SHEA
HOWELL
5817 BLUE RIDGE DR S
MOBILE AL 36693

KELLY JONATHAN EDWARD & CRYSTAL NICOLE
KELLY
5805 BLUE RIDGE DR S
MOBILE AL 36693

KELLY JONATHAN EDWARD & CRYSTAL NICOLE
KELLY
5805 BLUE RIDGE DR S
MOBILE AL 36693

KELLY JONATHAN EDWARD & CRYSTAL NICOLE
KELLY
5805 BLUE RIDGE DR S
MOBILE AL 36693

KING BRENDA OWENS
5812 BLUE RIDGE DR S
MOBILE AL 36693

KING BRENDA OWENS
5812 BLUE RIDGE DR S
MOBILE AL 36693

KING BRENDA OWENS
5812 BLUE RIDGE DR S
MOBILE AL 36693

LEE REBECCA ROBISON C/O SINGLETON-BELL
KEEGAN MICHAEL &
5901 LINDHOLM DR S
MOBILE AL 36693

LEE REBECCA ROBISON C/O SINGLETON-BELL
KEEGAN MICHAEL &
5901 LINDHOLM DR S
MOBILE AL 36693

LEE REBECCA ROBISON C/O SINGLETON-BELL
KEEGAN MICHAEL &
5901 LINDHOLM DR S
MOBILE AL 36693

LEWIS LEE FIELDER & AMANDA M LEWIS
3004 BLUE RIDGE DR W
MOBILE AL 36693

LEWIS LEE FIELDER & AMANDA M LEWIS
3004 BLUE RIDGE DR W
MOBILE AL 36693

LEWIS LEE FIELDER & AMANDA M LEWIS
3004 BLUE RIDGE DR W
MOBILE AL 36693

MCGEHEE TODD & LAURA MCGEHEE
5821 BLUE RIDGE DR
MOBILE AL 36693

MCGEHEE TODD & LAURA MCGEHEE
5821 BLUE RIDGE DR
MOBILE AL 36693

MCGEHEE TODD & LAURA MCGEHEE
5821 BLUE RIDGE DR
MOBILE AL 36693

MILLS STEPHANIE TAYLOR & SHANNON TAYLOR
RILEY
5709 BLUE RIDGE DR S
MOBILE AL 36693

MILLS STEPHANIE TAYLOR & SHANNON TAYLOR
RILEY
5709 BLUE RIDGE DR S
MOBILE AL 36693

MILLS STEPHANIE TAYLOR & SHANNON TAYLOR
RILEY
5709 BLUE RIDGE DR S
MOBILE AL 36693

MOBILE MENTAL HEALTH CENTER
2400 GORDON SMITH RD
MOBILE AL 36617

MOBILE MENTAL HEALTH CENTER
2400 GORDON SMITH RD
MOBILE AL 36617

MOBILE MENTAL HEALTH CENTER
2400 GORDON SMITH RD
MOBILE AL 36617

MUNOZ DYANN M
5713 BLUE RIDGE DR S
MOBILE AL 36693

MUNOZ DYANN M
5713 BLUE RIDGE DR S
MOBILE AL 36693

MUNOZ DYANN M
5713 BLUE RIDGE DR S
MOBILE AL 36693

NEGUS DON C & PHYLLIS B
3007 BLUE RIDGE DR W
MOBILE AL 36693

NEGUS DON C & PHYLLIS B
3007 BLUE RIDGE DR W
MOBILE AL 36693

NEGUS DON C & PHYLLIS B
3007 BLUE RIDGE DR W
MOBILE AL 36693

NGUYEN KIM PHUONG
5800 BLUE RIDGE DR S
MOBILE AL 36693

NGUYEN KIM PHUONG
5800 BLUE RIDGE DR S
MOBILE AL 36693

NGUYEN KIM PHUONG
5800 BLUE RIDGE DR S
MOBILE AL 36693

NPP-MOBILE LLC
PO BOX 891
SAFETY HARBOR FL 34695

NPP-MOBILE LLC
PO BOX 891
SAFETY HARBOR FL 34695

NPP-MOBILE LLC
PO BOX 891
SAFETY HARBOR FL 34695

NPP-MOBILE LLC C/O CORELOGIC COMM TAX
SERV
PO BOX 9222
COPPELL TX 75019

NPP-MOBILE LLC C/O CORELOGIC COMM TAX
SERV
PO BOX 9222
COPPELL TX 75019

NPP-MOBILE LLC C/O CORELOGIC COMM TAX
SERV
PO BOX 9222
COPPELL TX 75019

OWENS KENNETH L & LISA OWENS
5705 BLUE RIDGE DR S
MOBILE AL 36693

OWENS KENNETH L & LISA OWENS
5705 BLUE RIDGE DR S
MOBILE AL 36693

OWENS KENNETH L & LISA OWENS
5705 BLUE RIDGE DR S
MOBILE AL 36693

PINES AT THE PRESERVE THE LLC AN ALABAMA
LIMITED LIABILITY CO
19644 S MAIRFIELD CIR
BATON ROUGE LA 70810

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BATON ROUGE LA 70810

PINES AT THE PRESERVE THE LLC AN ALABAMA
LIMITED LIABILITY CO
19644 S MAIRFIELD CIR
BATON ROUGE LA 70810

SALMON RICKY CHARLES
5801 BLUE RIDGE DR S
MOBILE AL 36693

SALMON RICKY CHARLES
5801 BLUE RIDGE DR S
MOBILE AL 36693

SALMON RICKY CHARLES
5801 BLUE RIDGE DR S
MOBILE AL 36693

SCENIC WEST PLACE HOMEOWNERS
ASSOCIATION INC
5916 LINHOLM DR S
MOBILE AL 36693

SCENIC WEST PLACE HOMEOWNERS
ASSOCIATION INC
5916 LINHOLM DR S
MOBILE AL 36693

SCENIC WEST PLACE HOMEOWNERS
ASSOCIATION INC
5916 LINHOLM DR S
MOBILE AL 36693

STONE MATTHEW RICHARD & MARGIE ELAINE
GATES STONE
3006 BLUE RIDGE DR W
MOBILE AL 36693

STONE MATTHEW RICHARD & MARGIE ELAINE
GATES STONE
3006 BLUE RIDGE DR W
MOBILE AL 36693

STONE MATTHEW RICHARD & MARGIE ELAINE
GATES STONE
3006 BLUE RIDGE DR W
MOBILE AL 36693

TAYLOR BETTY B
5709 BLUE RIDGE DR S
MOBILE AL 36693

TAYLOR BETTY B
5709 BLUE RIDGE DR S
MOBILE AL 36693

TAYLOR BETTY B
5709 BLUE RIDGE DR S
MOBILE AL 36693

TIGS HOLDINGS LLC C/O LONGLEAF GATES
PROPERTY OWNERS ASSOCIATION INC
3411 BRISTLECONE DR
MOBILE AL 36693

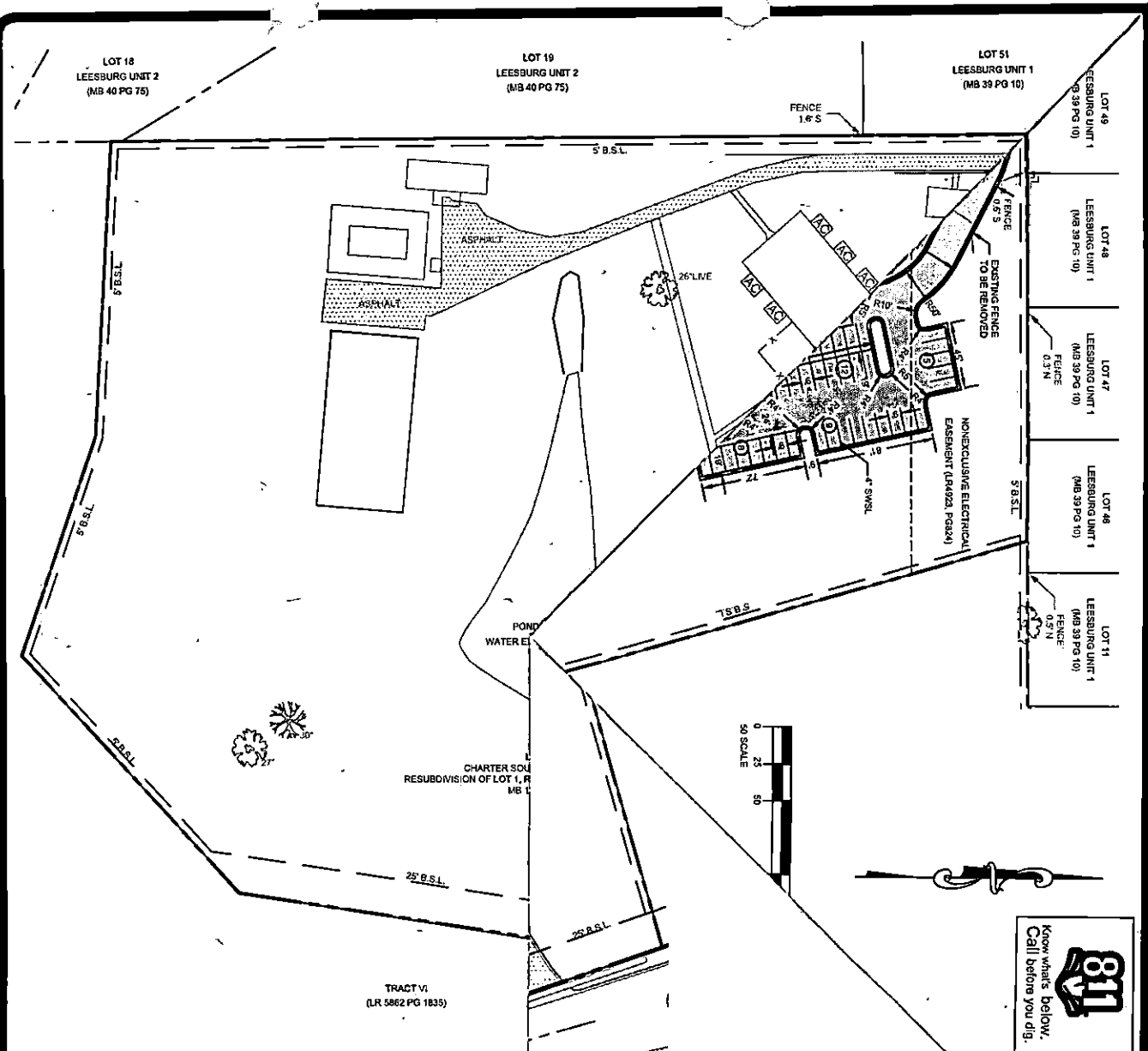
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3411 BRISTLECONE DR
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WADE JILES E & KAY P
5905 LINDHOLM DR S
MOBILE AL 36693

WADE JILES E & KAY P
5905 LINDHOLM DR S
MOBILE AL 36693

WADE JILES E & KAY P
5905 LINDHOLM DR S
MOBILE AL 36693



GENERAL NOTES:

- DUMPSTER ENCLOSURES SHALL HAVE SANITARY SEWER CONNECTIONS COMPLIANT WITH SECTION 64-4.D.9, OF THE ZONING ORDINANCE.
- A PHOTOMETRIC PLAN IN COMPLIANCE WITH SECTION 64-6.A.8. OF THE ZONING ORDINANCE AT THE TIME OF PERMITTING.
- ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (205-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
- A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING, AND ALL ABOVE GROUND STRUCTURES, WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
- ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAN MANAGEMENT PLAN (1984); AND THE RULES FOR EROSION AND SEDIMENT CONTROL AND STORM WATER RUNOFF CONTROL.
- THE LAND DISTURBANCE PERMIT APPLICATION FOR THE CONSTRUCTION SHALL INCLUDE A MAINTENANCE AND INSPECTION PLAN SIGNED AND NOTARIZED BY THE OWNER(S). THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
- 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.
- THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
- DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY NEW ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.
- THE PROJECT SHALL BE IN COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.
- DEMOLITION PLAN SHALL BE APPROVED BEFORE ANY REQUEST ARE MADE FOR THE LAND DISTURBANCE OR BUILDING PERMITS.
- SITE TO BE DEVELOPED IN COMPLIANCE WITH THE STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015-116 AND CITY CODE CHAPTERS 57 AND 64).
- SITE WILL BE IN COMPLIANCE WITH ALL REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIRE CODE).

PARKING ANALYSIS

PARKING REQUIREMENTS	
EXISTING OFFICE SPACE:	13,984 SF
PROPOSED OFFICE SPACE:	16,755 SF
PARKING REQUIRED (1SP/500 SF):	62 SPACES
HOSPITAL BEDS:	128 BEDS
PARKING REQUIRED (1SP/BED):	128 SPACES
TOTAL PARKING REQUIRED:	190 SPACES
TOTAL PARKING PROVIDED:	227 SPACES
HANDI-CAP PARKING REQUIRED:	15 SPACES
HANDI-CAP PARKING PROVIDED:	18 SPACES

SITE PLAN LEGEND

EXISTING		PROPOSED
	TRAFFIC CONTROL ARROW	
	CURB & GUTTER	
	HEADER CURB	
	PARKING QUANTITY	
	ACCESSIBLE PARKING SPACE	
	CONCRETE PAVING	
	MEDIUM DUTY ASPHALT PAVING	

X" SYSL - X" WIDE SINGLE YELLOW SOLID LINE
 X" DYSL - X" WIDE DOUBLE YELLOW SOLID LINE
 X" SWSL - X" WIDE SINGLE WHITE SOLID LINE

REVISION

AltaPointe Health
 0083
 Mobile, Alabama
 36688



JOB No.
20231274

DATE
4/18/24

DRAWN
CHC

SCALE
1"=50'

SHEET

PUD



Agenda Item #: 20
MOD-002924-2024

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

**[Applicant Materials for Consideration –
Planned Unit Development Modification](#)**

DETAILS

Location:

5800 Southland Drive

Subdivision Name:

Charter Southland Hospital Subdivision, Resubdivision
of Lot 1, Resubdivision of Lots 1 and 2

Applicant:

Robert Carlock, AltaPointe Health Systems, Inc.

Property Owner:

AltaPointe Health Systems, Inc.

Current Zoning:

B-1, Buffer Business Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Submitting for permit and bidding by July 2024.
- Construction starting in September 2024.
- Construction ending around February 2026.

Proposal:

- Major Modification of a previously approved
Planned Unit Development.

Considerations:

1. Major Modification of a previously approved
Planned Unit Development with eight (8)
conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	4
Exhibits	7

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	20	DATE	June 20, 2024
APPLICANT	Robert Carlock, AltaPointe Health Systems, Inc.		
REQUEST	PUD Modification		
			 NTS

SITE HISTORY

The subject site was assigned an R-A, Residential-Agricultural zoning classification with the adoption of the 1967 Zoning Ordinance.

At some time later, it was rezoned to R-2, Two-Family Residential District, and in 1982, it was rezoned to B-1, Buffer Business District.

In 1984 the site was made a legal lot of record via Charter Southland Hospital Subdivision, a one-lot subdivision.

In 1985 Charter Southland Hospital Subdivision was resubdivided into two lots via Charter Southland Hospital, Resubdivision of Lot 1.

In 2012 the site was resubdivided back into one lot via Charter Southland Hospital, Resubdivision of Lot 1, Resubdivision of Lots 1 and 2. A Planned Unit Development (PUD) was also approved to allow multiple buildings on a single building site.

In 2014 the 2012 PUD was amended to allow multiple buildings on a single building site.

The site has never been before the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

Retain GENERAL NOTES #3 - #8, as shown on the PUD drawing.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The purpose of this application is to amend the PUD approved in 2014 to allow multiple buildings on a single building site for a proposed facilities expansion.

The applicant proposes to expand the footprint of the main hospital/office building and add additional parking for the subject site. The site plan submitted illustrates the proposed building expansion along the North side of Southland Drive with three (3) proposed parking lot expansions within the site. Parking calculations provided on the site plan indicate that the parking expansion will provide an excess of 37 parking spaces.

Although office space for the facility will be increasing from 13,964 square feet to 30,719 square feet (+16,755 square feet), the total gross area increased will be less than 50% due to the fact that most building space is occupied by the hospital use, and total building under roof is given as 102,802 square feet. As such, if approved, full compliance with the development standards of Article 3 of the UDC will not be required. However, compliance with parking lot lighting requirements and the provision of a photometric plan would be required, as well as compliance with bicycle parking requirements.

Prior to recording of the site plan in Mobile County Probate Court, a revised plan reflecting compliance with the aforementioned development standards should be submitted to the Planning and Zoning Department for review; or notes should be placed on the recorded site plan stating the site will comply with all listed development requirements, with each one listed.

It should be noted that future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plan, if approved.

A revised Modified Planned Unit Development site plan (hard copy and pdf) illustrating compliance should be submitted to and approved by Planning and Zoning prior to recording the plan in Probate Court, as required by Section 64-5-8-B.2(f).

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

- a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
- b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following findings should be present:

- A. It is consistent with all applicable requirements of this Chapter;
- B. It is compatible with the character of the surrounding neighborhood;
- C. It will not impede the orderly development and improvement of surrounding property;
- D. It will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
- E. It is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. It is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. It shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

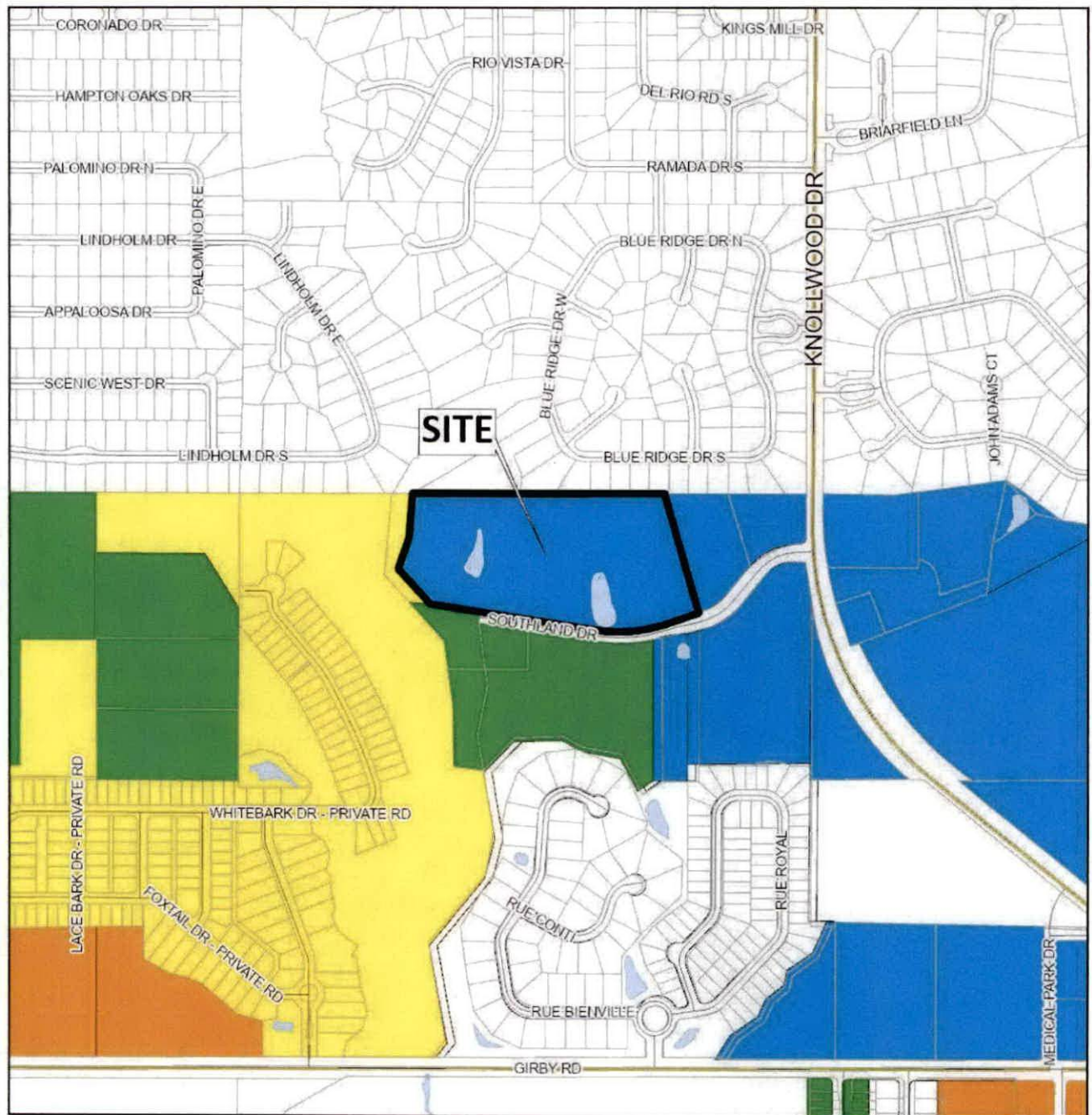
The following conditions should apply:

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in this staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in this staff report;
5. Compliance with all Urban Forestry comments noted in this staff report;
6. Compliance with all Fire Department comments noted in this staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and



8. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



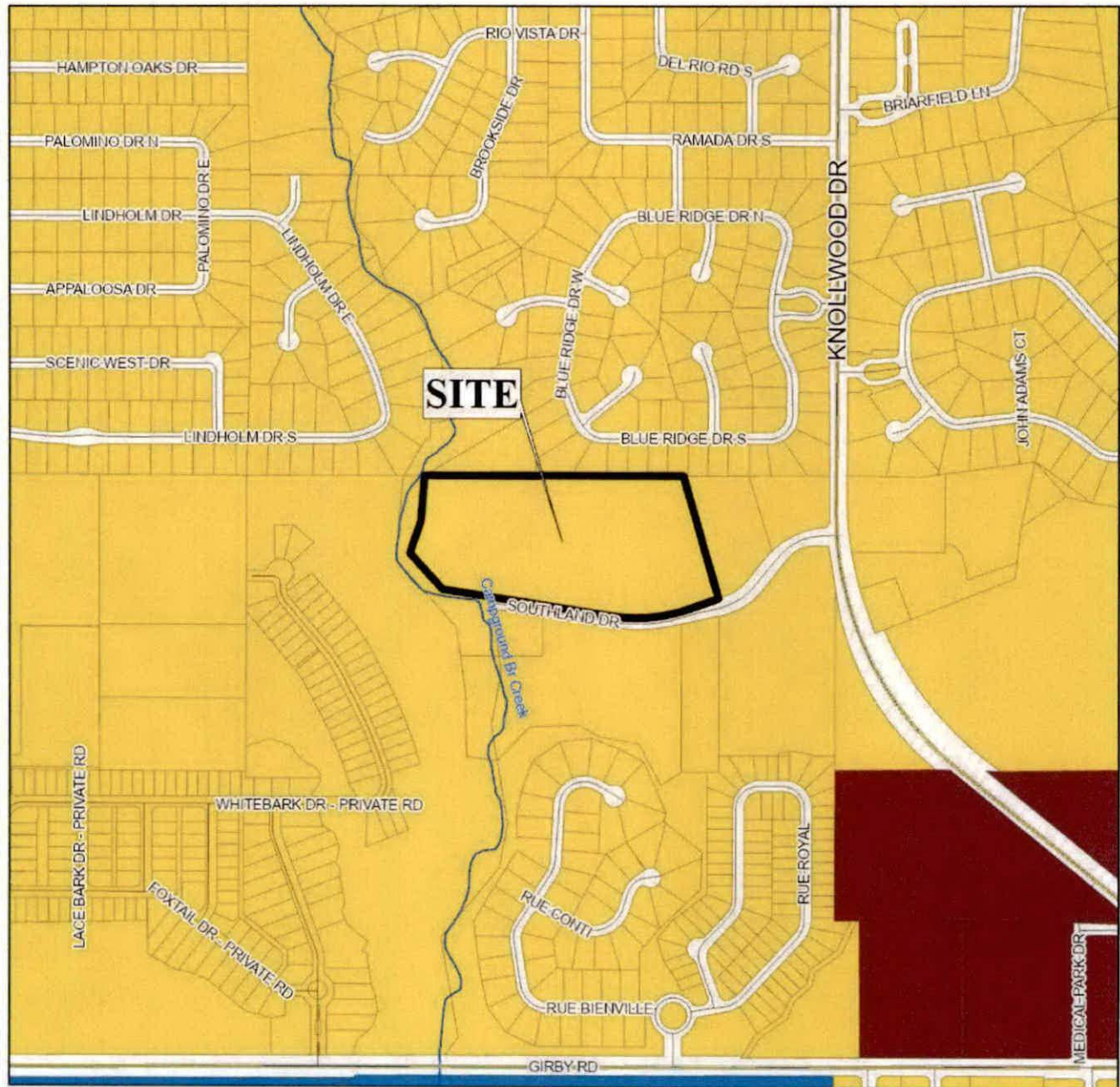
APPLICATION NUMBER 20 DATE June 20, 2024

APPLICANT Robert Carlock, AltaPointe Health Systems, Inc.

REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 20 DATE June 20, 2024

APPLICANT Robert Carlock, AltaPointe Health Systems, Inc.

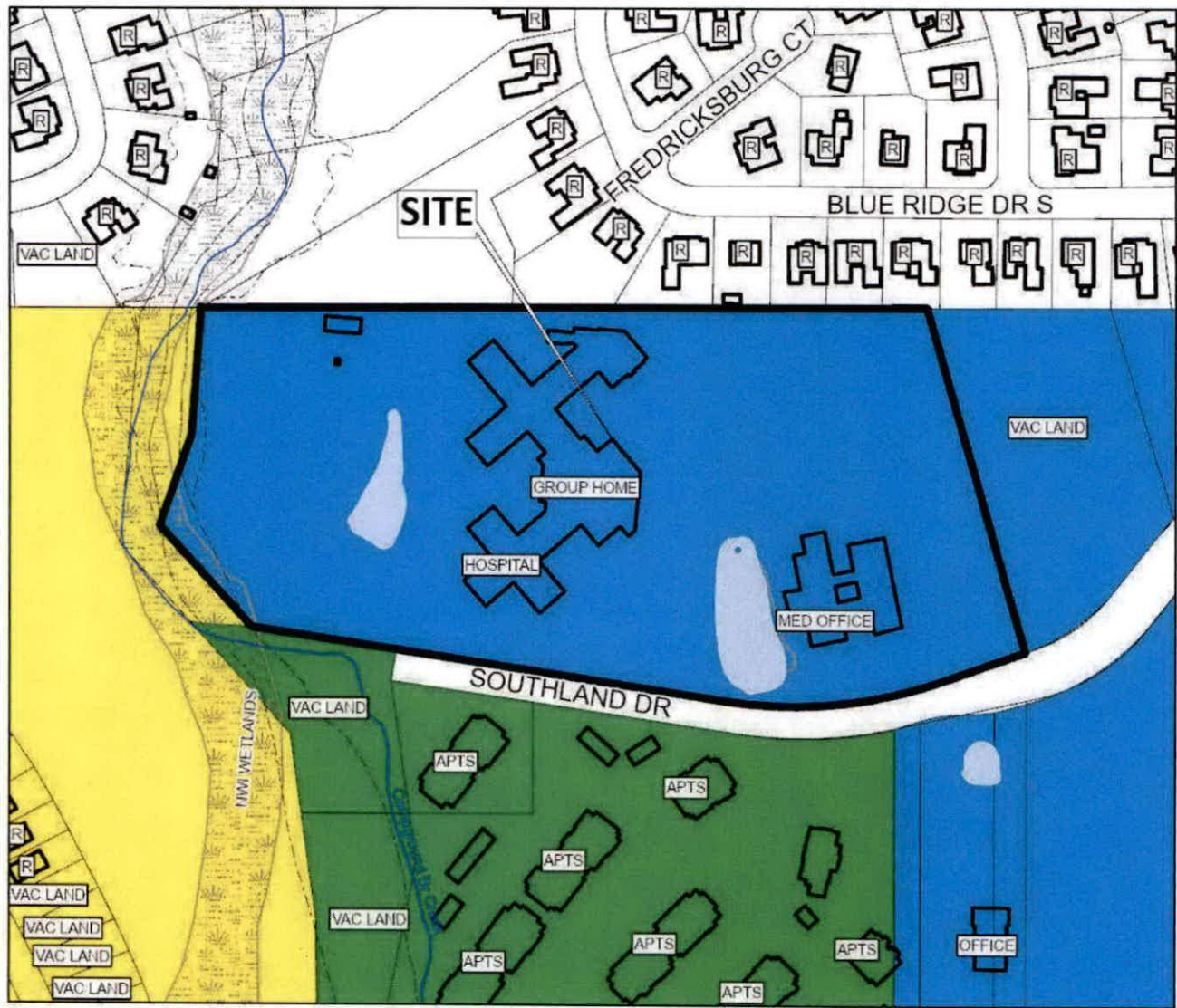
REQUEST PUD Modification

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 20 DATE June 20, 2024

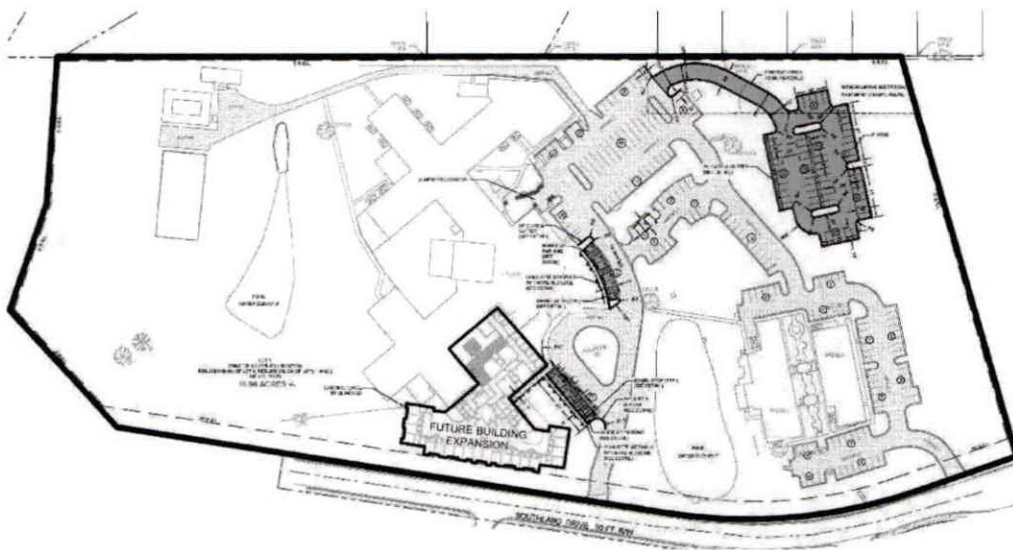
APPLICANT Robert Carlock, AltaPointe Health Systems, Inc.

REQUEST PUD Modification

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



SITE PLAN



The site plan illustrates the existing buildings, parking, fencing, and areas for proposed scope of work.

APPLICATION NUMBER 20 DATE June 20, 2024

APPLICANT Robert Carlock, AltaPointe Health Systems, Inc.

REQUEST PUD Modification



ZONING DISTRICT CORRESPONDENCE MATRIX			LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (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.

AltaPointe Health

Purchase Requisition

Supplier: City of Mobile
 Planning & Zoning
 205 Government Street
 3rd Floor, South Tower, Mobile, AL 36644

Ship To: AltaPointe Health
 5750-A Southland Drive
 Mobile, AL 36693

Cost Center 0065-0710
 Cost Center Name BayPointe
 Date of Requisition July 2, 2024

Contact Phone Number 251-622-7313
 Date Ordered 07/02/24
 Date Required 07/02/24

Item No.	Description	Qty	Unit Cost	Total Cost
	Advertising fee for MOD-002924-2024			423.32
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
☒ CHECK REQUESTED			TOTAL	\$ 423.32

Special Instructions: NEEDS TO BE SENT VIA FEDEX TODAY, JULY 2, 2024 (NEXT DAY DELIVERY)

Justification for Purchase: Advertising fee for MOD-002924-2024 (BayPointe)

Person Ordering (Print Name) Sandra Pantano
 (required)
 Supervisor (Print Name) Robert Carlock
 (required)
 Purchasing Agent
 (required)
 Purchasing Manager
 (required)

Signature
 (required)
 Signature
 (required)
 Director of Finance
 (required if >\$1,500)
 CFO
 (required if >\$25,000)

Sandra Pantano

From: Robert Carlock
Sent: Tuesday, July 2, 2024 7:29 AM
To: Sandra Pantano
Subject: Check to City of Mobile

Follow Up Flag: Follow up
Flag Status: Flagged

Sandy,

Please facilitate a check to City of Mobile for \$423.32 for MOD-002924-2024. Call the planning and zoning office at 251-208-5895 to get the address for where to mail the check to. Tell them this is the advertising fee for MOD-002924-2024 5800 Southland Drive. Send overnight/next day.

Thanks,



Robert Carlock III, MS, MBA, CHE, CFI
Director of Environment of Care
rcarlock@altapointe.org
Phone: (251) 662-7294
Fax: (251) 662-7297

PLANNING AND ZONING
3 JUL 2024 AM8:47

ROUTING FORM: ORDINANCE FOR LEASE OF CITY-OWNED REAL PROPERTY

- I. Property Address: 1600 Boykin Boulevard, Mobile, AL 36605
- City Council District and Zoning: District 3/Small, Zoning R1
- Sale or Lease: Lease of +/- 14,000 sq. ft.
- Buyer or Lessee: Mobile Community Action, Inc.
- II. Date of City Council Resolution Assenting to Lease: _____
- III. Advertisements:
- Dates: _____
 - Methods: City Website For Sale sign posted
 Listed with brokers XX Other (explain)
Formerly leased to Mobile Community Action, Inc., a non-profit corp., by former owner (Board of School Commissioners) for a public purpose
- III. Lease (if applicable) N/A
- Term: August 1, 2024 – May 30, 2025 with auto renewals
 - Rent \$1.00 each year
 - Options to renew Month-to-month after expiration of orig. term or ext. term
- IV. Method of Lease:
- Sale by Realtor Request for Proposals
- Request for Bids Negotiation
- Exchange (explain, including Party, Property) _____
- Adjacent Property Owner / Sidelot
- Sale for Less than Fair Market Value: XX Public Purpose (see V below)
 Other (explain) _____
- IV. Fair Market Value: N/A
- How Determined: MAI Appraisal; Date of Appraisal _____
Cushman Wakefield
- Appraisal ordered by: CITY or X PURCHASER
- Tax Assessor; _____
- Broker's Letter of Value
- Other; _____
- V. Sale/Lease for Public Purpose identified:
- X Non-profit (name & purpose) Mobile Community Action
Social services since 1965
- Public Entity (name & purpose) _____
- VI. Notice given to adjacent property owners: Yes XX No
- If yes, date of notice: _____
- VII. Competing offers: N/A ; (Explain) _____

LEASE AGREEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

THIS LEASE AGREEMENT (sometimes hereinafter called "Lease"), made and entered into effective as of the ____ day of _____, 2024, by and between the **CITY OF MOBILE**, a Municipal Corporation, Lessor (sometimes hereinafter called "**City**"), and **MOBILE COMMUNITY ACTION, INC.**, (sometimes hereinafter called "**MCA**"), a non-profit corporation, Lessee.

RECITALS

WHEREAS, **MCA** has assisted the community with social services since 1965 and continues to do so today.

WHEREAS, **City** has assisted the community with the Parkway Senior Center AKA Senior Assistance for Independent Living Center (SAIL) in Building B since 2011.

WHEREAS, the **City** entered into a lease from **MCA** May 24, 2011 and an amended lease entered into January 9, 2019; and,

WHEREAS, the **City** acquired real property known as 1600 Boykin Boulevard, from the Board of School Commissioners on April 22, 2024, and any previous lease agreements are no longer in full force and effect; and

WHEREAS, the **City** has determined that Buildings A and D consisting of +/- 14,000 square feet of the hereinbelow-described real property which is owned by the **City** is not needed for public or municipal purposes; and,

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties do hereby agree as follows:

1. Premises and Demise. The **City**, for and in consideration of the rents hereinafter referred to, and upon the covenants and conditions herein contained, does hereby demise, lease and let unto **MCA** Buildings A and D (+/- 14,000 square feet), outdoor playground adjacent to Building A, for **MCA**'s South Brookley Head Start Center, exclusive use, during school hours, of carpool parking adjacent to Building A leading in from Boykin Boulevard, and shared areas of ingress and egress and parking from Dauphin Island Parkway, of that certain real property which is located at 1600 Boykin Boulevard, in Mobile, Alabama, described and depicted in:

EXHIBIT A

which such property, together with all improvements thereon, shall sometimes be hereinafter referred to as the "**Leased Premises**";

TO HAVE AND TO HOLD the Leased premises, together with the rights, privileges, easements and appurtenances thereunto appertaining, for and during the term hereof, upon the terms and conditions hereinafter set forth.

2. Condition of Property. At the commencement of the term of this Lease, **MCA** shall accept the Leased Premises in their then existing condition, **AS IS**. No representation, statement or warranty, express or implied, has been made by or on behalf of the **City** as to such condition or as to the use that may be made of such property. In no event shall the **City** be liable for any defect in such property or for any limitation on its use, nor shall the rent hereunder be withheld, diminished or abated on account of any defect or limitation on use.

3. Term.

(a) The term of this Lease shall be year-to-year, commencing August 1, 2024, and terminating on July 31, 2025, with automatic renewal of additional one-year terms, unless sooner terminated as hereinafter provided. If **MCA** shall remain in possession of the Leased Premises after the expiration of either the original term of this Lease or any extended term thereof, such possession shall be as a month-to-month tenant; and during such month-to-month tenancy, rent shall be payable at the same rate as that in effect during the last month of the preceding term, and the provisions of this Lease (except those as to the Lease term) shall be applicable.

(b) Either party may terminate this Lease upon written notice to the other party no less than six (6) months prior to the date of termination.

4. Rent.

(a) **MCA** agrees, binds and obligates itself, its successors and assigns to pay to the **City** rent, **\$1.00** payable in advance and for each extension, on the same day of each and every year thereafter during the remaining term hereof.

(b) It is further agreed that the Leased Premises is leased for a rental of **\$1.00** for the term hereof, payable at the time of the execution of this Lease and that the provisions herein contained for the payment of such rent in installments are for the convenience of **MCA** only. Such annual installments shall be payable at the place where notices are to be given to the **City** hereunder, or at such other place as may be designated by the **City**.

(c) No payment by **MCA** or receipt by the **City** of a lesser amount than the annual rental installments stipulated in this Lease shall be deemed other than a payment on account of the earliest rent then due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the **City** may accept such check or payment without prejudice to its right to recover the balance of the rent or to pursue any other remedy provided for in this Lease.

5. Use of Premises.

(a) During the term of this Lease and any renewal thereof, **MCA** shall use and occupy the Leased Premises to support their community social services, for its citizens and the general public,

and shall not use or permit the same to be used for any other purpose or purposes without the prior written consent of the City. Nothing contained in this subpart 5 (a) or in any other part of this Lease shall be construed as a representation or warranty that the Leased Premises are suitable for such use or that it can be used for such purposes without violating any existing or future law or regulation.

(b) **MCA** will be solely responsible for the procurement, maintenance and compliance with all Federal, State, and Local permits, licenses, codes, ordinances, and other authorizations required for the use of this property and any improvements thereon. Nothing contained in this License shall be construed as relieving **MCA** of the general duties of property owners to obtain permits and licenses and/or to comply with all codes, ordinances, and other authorizations required for the use of said property.

6. Liens and Encumbrances. **MCA** shall not at any time during the term of the Lease create or permit to be created or to remain, and will promptly discharge upon notice from the City, any lien, encumbrance or charge on account of or by reason of any mechanics', laborers', materialmen's or other lien or security instrument or agreement which is or might be or become a lien, encumbrance or charge upon the Leased Premises or upon the interest of the City therein; provided, however, that **MCA** shall have the right to contest or review, by appropriate legal proceedings, the payment of any such lien, encumbrance or charge, provided (i) such proceedings are timely instituted in good faith, and (ii) **MCA** indemnifies the City to the City's reasonable satisfaction against the payment of any such lien, encumbrance or charge, and all costs and penalties which may be attendant thereon.

7. Repairs, Improvements and Maintenance.

(a) **MCA** agrees not to erect any permanent structures on leased premises or any part thereof. **MCA** shall make no improvements, alterations or additions to the Leased Premises without the prior written consent of the City, which consent shall be granted or withheld in the City's sole discretion. Any and all improvements, alterations or additions to the Leased Premises shall be performed in a good and workmanlike manner and in compliance with applicable governmental rules and regulations.

(b) **MCA** will be responsible for the repair and maintenance of the buildings they occupy which includes the roof, exterior walls, porches, foundation and building structure, the heating ventilation and air conditioning system(s), electrical and plumbing (MEP) systems. During the term of this Lease, or any extension thereof, **MCA** will fully maintain and keep the existing leased buildings and improvements in good repair, but may make any alterations to the building only with the consent of the City.

(c) The City reserves the right after reasonable notice and at any time to enter upon said premises by its agents, workmen, contractor(s), and architect to make repairs and do work on or about said premises as City may deem necessary or proper.

(d) **MCA** is to be responsible for its own telephone, data, internet and security system costs and will be responsible for minor repairs, maintenance and upkeep necessary to keep leased premises in good repair and good operating condition.

8. **Utility Service.** MCA shall pay for all water, sewage service, electricity, and gas charges used in or at the Leased Premises.

9. **Payment of Taxes.**

During the term hereof, MCA shall assess any and all personal property and improvements situate on the Leased Premises for any and all applicable taxes and shall pay all such taxes and other charges and assessments against the MCA's said personal property and improvements. MCA shall pay directly all other taxes directly imposed or assessed against its property or the rentals payable hereunder or the City's interest therein, before the same become delinquent, and shall furnish written evidence satisfactory to the City that all such taxes have been paid.

10. **Indemnity and Waiver of Subrogation.** MCA 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 Lease and/or the activities of MCA, its principals, directors, agents and employees in the performance of this Lease, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, MCA 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 MCA or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Lease.

11. **Insurance.**

(a) During the term of the Lease, the MCA will provide and maintain (at MCA's sole cost and expense) insurance policies insuring the City as an additional insured against all claims (including all costs and expenses of defending same) for the loss of life or injuries to persons or property occurring upon, in or about the Leased Premises, in the following amounts:

GENERAL LIABILITY + PREMISES/OPERATIONS:

Bodily Injury	\$1,000,000 each person / \$2,000,000 aggregate
Property Damage	\$500,000 each occurrence
Contractual Liability	\$500,000 each occurrence
Auto Liability	\$1,000,000 each occurrence
Work Comp	Statutory Limits
Professional	\$1,000,000 each occurrence / \$2,000,000 aggregate
Abuse/Molestation	\$1,000,000 each occurrence / \$2,000,000 aggregate

MCA shall not knowingly do or permit any matter or thing to be done on or about the Leased Premises which may violate any policy of insurance referenced in this paragraph 11.

MCA shall maintain adequate fire insurance to cover the replacement cost of any MCA's personal property and the personal property of third persons that may be lent to MCA for display. MCA shall schedule annual Fire Inspection through the Community Risk Reduction Division of

Mobile Fire and Rescue and schedule Health Inspection through the Mobile County Health Department, with all applicable permits, and will report the inspection reports' results to the **City**.

(b) Upon execution of this Lease, **MCA** shall deliver to the **City** certificates of insurance evidencing liability and casualty insurance coverage carried by **MCA** in the name of the **City** and **MCA** in amounts not less than provided in subpart 11(a) above.

(c) Not less than fifteen (15) days prior to the expiration date of each policy or policies theretofore furnished or carried pursuant to the provisions of this Lease, **MCA** shall deliver to the **City** an endorsement or other written evidence of insurance in substitution thereof evidencing the renewal of such policy or policies about to expire.

(d) All policies of insurance to be carried by **MCA** hereunder shall be in responsible companies satisfactory to the **City**, duly authorized to transact business in the State of Alabama. The **City** may at reasonable intervals cause the Leased Premises and the insurance policies to be examined to determine if **MCA** is carrying sufficient insurance as required hereunder.

(e) The **City** agrees to maintain property coverage insurance on the buildings on said property.

12. Payment of Expenses and Other Charges.

(a) In the event **MCA** fails to pay taxes, insurance premiums, charges for alterations, improvements or repairs or any other payments required by it to be made hereunder other than rent, or if **MCA** refuses or neglects to repair the Leased Premises as required hereunder as soon as reasonably possible after written demand, the **City**, after ten (10) days' written notice to **MCA**, may make any such payment or any such repairs without liability to **MCA** for any loss or damage that may accrue to **MCA**'s merchandise, fixtures, or other property or to **MCA**'s business by reason thereof, and the amount so paid for such costs incurred shall be immediately due to the **City** by **MCA**, together with interest thereon at the rate of twelve (12%) percent per annum from the date such payment or cost was made or incurred by the **City**.

(b) It is the intent of the **City** and **MCA** that the rent herein specified shall be absolutely net to the **City** in each year during the term of this Lease so that this Lease shall yield, net to the **City**, the rental herein specified; that, except as otherwise specifically provided herein to the contrary, all taxes, charges, improvements and other assessments, and all costs, expenses and obligations of every kind relating to the Leased Premises as provided in the Lease which may arise or become due during the term of this Lease shall be paid by **MCA** and that the **City** shall be indemnified by **MCA** against same. **MCA** hereby expressly agrees to pay all such sums as "additional rent." The said net rentals and additional rent shall be paid to the **City** without abatement, deduction or set off (except as otherwise specifically provided in this Lease).

13. Assignment. **MCA** shall not encumber, assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Leased Premises or any of the improvements that may now or hereafter be constructed or installed upon the Leased Premises. The **City** shall have the right to assign or transfer its respective right, title and interest in and to this Lease without the consent of **MCA**. No such assignment or subletting by **MCA** shall operate to relieve **MCA** of any obligation or liability arising under the terms of this Lease, unless the **City**

shall specifically agree in writing that such proposed assignment or subletting shall so release MCA.

14. Unlawful Use of Premises. The Leased Premises shall not be used for any unlawful purpose nor in violation of any federal, state or municipal statutes, laws or ordinances.

15. Default. The happening of any one or more of the following events shall constitute a default hereunder, viz: (a) the levy of execution or other legal process after an unsatisfied final judgment against MCA by a court of competent jurisdiction upon the interest of MCA in the Leasehold estate herein created; (b) the adjudication of MCA as a Debtor under the Bankruptcy Code; (c) the commencement of any case against MCA under the Bankruptcy Code, and (i) an order of the court preventing the MCA to continue to conduct the MCA's business on the Leased Premises, or (ii) an order of the court to an interim trustee to take possession of the Leased Premises and to operate the business of the MCA thereon, or (iii) the appointment of a trustee or interim trustee, and the failure of the court to insure that the trustee's or interim trustee's performance under the Lease will give the City the full benefit of the City's bargain; (d) the making of a general assignment by MCA for the benefit of its creditors; (e) the appointment of a receiver of all of the property of the MCA after a hearing by a court of competent jurisdiction; (f) the failure of MCA to pay any installment of rent hereunder on the due date hereof; and (g) the failure of MCA to perform or observe any duty or obligation herein imposed on or assumed by it at the time when this Lease requires such duty or obligation to be performed.

16. Remedies Upon Default.

(a) In the event of any default by MCA under this Lease, MCA shall not be relieved of its obligation to make the annual payments of rent and other payments herein reserved at the times and in the manner provided. In the event of any default by MCA under this Lease, the City may, at the City's option, enter into and take possession of the Leased Premises or any part thereof, either amicably or by force (if necessary), without terminating this Lease, and may relet the Leased Premises, as agent for and in the name of MCA, at any rental and for any term readily obtainable, applying the proceeds thereof, first, to the payment of such reasonable expenses as the City may incur in reletting, second, to the payment of said rent or other such payments as the same may from time to time become due, and lastly, toward the fulfillment of the other covenants and obligations of the MCA herein contained, and any balance then remaining shall be paid over to the MCA. Should the City recover or take possession of said premises after any default by MCA and be unable to relet the same so as to realize a sum equal to the rent and other payments hereby reserved, MCA shall pay to the City any and all loss or difference for the residue of the term. Nothing mentioned in this paragraph shall be construed to waive the City's right to cancel this Lease in the event of any default on the part of MCA, all of which rights of cancellation are herein specifically reserved by the City, and in the event of such cancellation by the City, all remaining rents reserved hereunder shall become accelerated and immediately due and payable. The remedies herein provided for shall be cumulative and the exercise of any one or more of which shall not be a bar to the exercise of any other remedies herein specified, nor of any remedies to which the City may be entitled under the laws of the State of Alabama.

(b) The City shall not be deemed to have waived any default or performance of MCA's obligations hereunder by acceptance of rent or otherwise, except by written notice of such waiver,

and such notice shall not waive any subsequent cause or default or breach of any condition of this Lease.

(c) The **City** shall not have the right to terminate this Lease by reason of any default of **MCA**, nor shall the **City** be entitled to avail himself of any remedy provided for herein or by law unless the **City** shall have given to **MCA** written notice of the existence of such default and **MCA** shall have failed for a period of fifteen (15) days following the giving by the **City** of such written notice to correct such default, except that **MCA** shall be entitled to only ten (10) days to cure the default defined in subpart 15(f) hereinabove. **MCA** hereby covenants and agrees that, in order to entitle the **City** to re-enter the Leased Premises or to terminate this Lease in the event of any default on the part of **MCA**, it shall not be necessary for the **City** to give to **MCA** any demand or notice of the **City's** intention and right to re-enter or to terminate other than as specifically provided in this paragraph 16, the execution of this Lease, signed by the parties hereto, which signing is hereby acknowledged, and the written notice specifically provided for in this paragraph 16 being sufficient notice thereof, and shall be so construed, any law, usage or custom to the contrary notwithstanding. **MCA** hereby expressly waives any and all rights which it might have under the Constitution and laws of the State of Alabama, or otherwise, to receive any notice of breach or default or of the **City's** exercise or intention to exercise any of the **City's** rights under the terms of this Lease, or to any notice of any demand for performance by **MCA** of any of its obligations under the terms of this Lease (including without limitation any obligation to deliver possession of the Leased Premises to the **City**), except as otherwise specifically provided in this paragraph 16, any law, usage or custom to the contrary notwithstanding.

(d) Except in the case of non-payment of rent, if the default is of such a nature that it cannot be completely remedied within fifteen (15) days, then such default shall not be enforceable against **MCA** if **MCA** shall have commenced the curing of such default within said fifteen (15) day period and shall proceed with reasonable diligence and good faith to the curing thereof, but if such default shall not have been cured within sixty (60) days, then **MCA** shall in that event be deemed to have failed to cure said default.

17. Landlord's Lien. The **City** shall have a first lien upon all improvements and all Leasehold furnishings and all of **MCA's** equipment and furniture situated on the Leased Premises to secure the **City** in the performance of **MCA's** obligations hereunder. The **City**, however, agrees that its landlord's lien is and shall be subordinate to any purchase money lien or security interest of a third party on any such improvements, Leasehold furnishings, equipment or furniture, and subordinate to the rights of any third party who Leases such improvements or Leasehold furnishings to **MCA**.

18. Eminent Domain.

(a) Should the Leased Premises be condemned (or sold under threat of condemnation) in their entirety in the exercise of the power of eminent domain, or should the premises be partially condemned (or partially sold under threat of condemnation) but to such an extent as to render the same unfit or unsuitable for operation of the business of **MCA**, then and in either such event, this Lease shall be automatically terminated and of no further force and effect.

(b) All awards made by the condemning authority, or compensation made or paid by such authority in lieu of condemnation, shall belong exclusively to the **City**, and **MCA** hereby waives any and all right or claim to any such award or proceeds.

19. Waste. **MCA** shall not commit or suffer to be committed any waste upon the Leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any person. **MCA** shall, at **MCA**'s sole cost and expense, comply with all the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the Leased Premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

20. Attorneys Fees. In the event of any default by **MCA** and the subsequent employment by the **City** of an attorney for the collection of any amount due hereunder or for the institution of any suit filed for the purpose of enforcing the correction of any default hereunder or seeking possession of the Leased Premises or for advice with reference to the remedy to be sought or enforced by reason of any default of **MCA**, **MCA** agrees to pay and shall be taxed with a reasonable attorney's fee for the services of such attorney.

21. Successors. The provisions hereof shall inure to the benefit of and be binding upon the respective heirs, devisees, successors and assigns of the parties hereto, except that same shall not be binding upon any mortgagee of the Leased Premises or the **City**'s interest therein, nor upon any assignee of this Lease which holds the Lease merely as collateral security for any obligation of the **City** to such assignee, unless and until any such mortgagee or assignee shall foreclose or purchase the **City**'s Lease or shall take an absolute assignment of this Lease.

22. Quiet Enjoyment. **MCA**, upon the payment of the rent herein reserved and upon the performance of all the terms of this Lease, shall at all times during the term of this Lease peaceably and quietly enjoy the Leased Premises without any disturbance from the **City** or from any other person claiming through the **City**.

23. MCA's Additional Covenants. In addition to the other covenants contained in this Lease, **MCA** covenants with the **City** as follows:

(a) **MCA** shall deliver and surrender to the **City** possession of the Leased Premises upon expiration of this Lease, or its earlier termination, in as good condition and repair as the same shall be at the commencement of the term of this Lease, ordinary wear and tear excepted. **MCA** also shall, prior to the expiration or earlier termination of this Lease, remove all property of **MCA** and all alterations, additions and improvements made to or installed on the Leased Premises by **MCA** and shall restore the Leased Premises to the condition in which they were prior to the installation of the articles so removed.

(b) All property of any kind that may be on the Leased Premises during the continuance of this Lease shall be at the sole risk of the **MCA**, and the **City** shall not be liable to the **MCA** or any other person for any injury, loss or damage to property or to any person on the premises.

(c) **MCA** shall pay interest at the rate of twelve (12%) percent per annum on any past due and unpaid rent, commencing on the day following the due date.

24. **Right of Inspection.** During the term of this Lease, the **City** shall have the right, at reasonable times and upon reasonable notice to **MCA**, to enter the Leased Premises for the purpose of inspecting the Leased Premises.

25. **Notices.** All notices required hereunder shall be in writing and delivered either personally or by certified mail, return receipt requested, all notices mailed to the **City** shall be mailed to **City of Mobile**, Attention: Real Estate Department, at Post Office Box 1827, Mobile, Alabama, 36633-1827, until **MCA** is notified otherwise in writing; and all notices given to **MCA** hereunder shall be mailed to **MCA** at 751 Government Street, Mobile, Alabama, 36602 until such time as the **City** is notified otherwise in writing.

26. **Retaking Possession.** In the event Lessor determines that it is necessary to utilize the premises hereby leased for any **City** purpose, Lessor may give Lessee three (3) months notice to relocate. Lessor shall undertake to provide other **City** owned suitable quarters at a location acceptable to Lessee.

27. **Severability.** If any provision of this Lease shall be declared invalid or unenforceable, the **City** and **MCA** herein intend and represent that such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Lease.

28. **Entire Agreement.** This Lease is intended to embody the entire agreement between the parties hereto and it shall not be altered, changed or amended, except by instrument in writing, signed by the parties hereto.

29. **Headings.** Headings and titles of paragraphs and subparagraphs are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor limit, define, or describe the scope or intent of this Lease.

30. **Pronouns.** Whenever reasonably necessary, pronouns of any gender shall be deemed synonymous, as shall singular and plural pronouns.

31. **Governing Law.** This Lease shall be governed and construed in accordance with the laws of the State of Alabama.

32. **Counterparts.** This Lease is executed in multiple counterparts, each of which shall constitute an original for all purposes.

33. **Nondiscrimination.** **MCA** agrees that it will not, in the use of the Leased Premises, discriminate against anyone whomsoever because of race, religion, color, sex, national origin, disability or age.

IN WITNESS WHEREOF, City and MCA have caused this Lease 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 ____ day of _____, 2024.

CITY OF MOBILE, a Municipal Corporation, Lessor

By: _____
William S. Stimpson, Its Mayor

ATTEST:

Lisa C. Lambert, Its City Clerk

MOBILE COMMUNITY ACTION, INC., a Non-Profit Corporation, Lessee

By: Angelo Miller
Angelo Miller, Its Executive Director

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Angelo Miller, whose name as Executive Director and _____, whose name as _____ of **MOBILE COMMUNITY ACTION, INC.**, a non-profit 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 corporation, on the day the same bears date.

GIVEN under my hand and official seal of office this 24th day of July, 2024.



Kevin E. Allen
Notary Public
State of Alabama At Large
My Commission Expires: 7/27/2027

“EXHIBIT A”

LEASE DESCRIPTION: Buildings A and D, carpool parking adjacent to Boykin Boulevard, and playground adjacent to Building A, of 1600 Boykin Boulevard.



AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE GRANT OF A LEASE FOR A PUBLIC PURPOSE

Sponsored by: Mayor William S. Stimpson
Council Member: C. J. Small

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the property +/- 14,000 sf located in Buildings A and D, of 1600 Boykin Boulevard, during the length of this lease, hereinafter described in Exhibit “A”, is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be leased to Mobile Community Action, Inc., a non-profit corporation.

See Exhibit “A” attached hereto

SECTION TWO: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the attached Lease Agreement for the property shown in Exhibit “A”.

SECTION THREE: The Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the Lease of said property.

SECTION FOUR: Said Lease Agreement is by reference made a part of this ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile, 4th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

City Clerk

**AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR
PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING
THE CONVEYANCE THEREOF**

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property hereinafter described in Exhibit "A", with an address of 260 N. Franklin Street, is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be conveyed to Congress-Franklin Development Company LLC by Quit Claim Deed.

SEE ATTACHED EXHIBIT 'A'

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Quit Claim Deed associated with the conveyance of the property shown above.

SECTION THREE: The Deputy Director, Real Estate Asset Management, of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, instruments, affidavits, closing statements, or other ancillary forms necessary to complete the conveyance of said property.

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

SECTION FIVE: That certain Warranty Deed of the above-described property made by City of Mobile to Herbert Pair and Earl Minor in 1998, recorded in Real Property Book 4544, Page 1690 of the records in the office of the Judge of Probate of Mobile County, Alabama. Said warranty Deed included a reversionary interest stating that title was to automatically revert back to the City if the Property was not developed as required in the Purchase agreement dated December 4, 1996 within 12 months. The reversionary interest is to be released with the Quit Claim Deed to Congress-Franklin Development Company LLC.

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

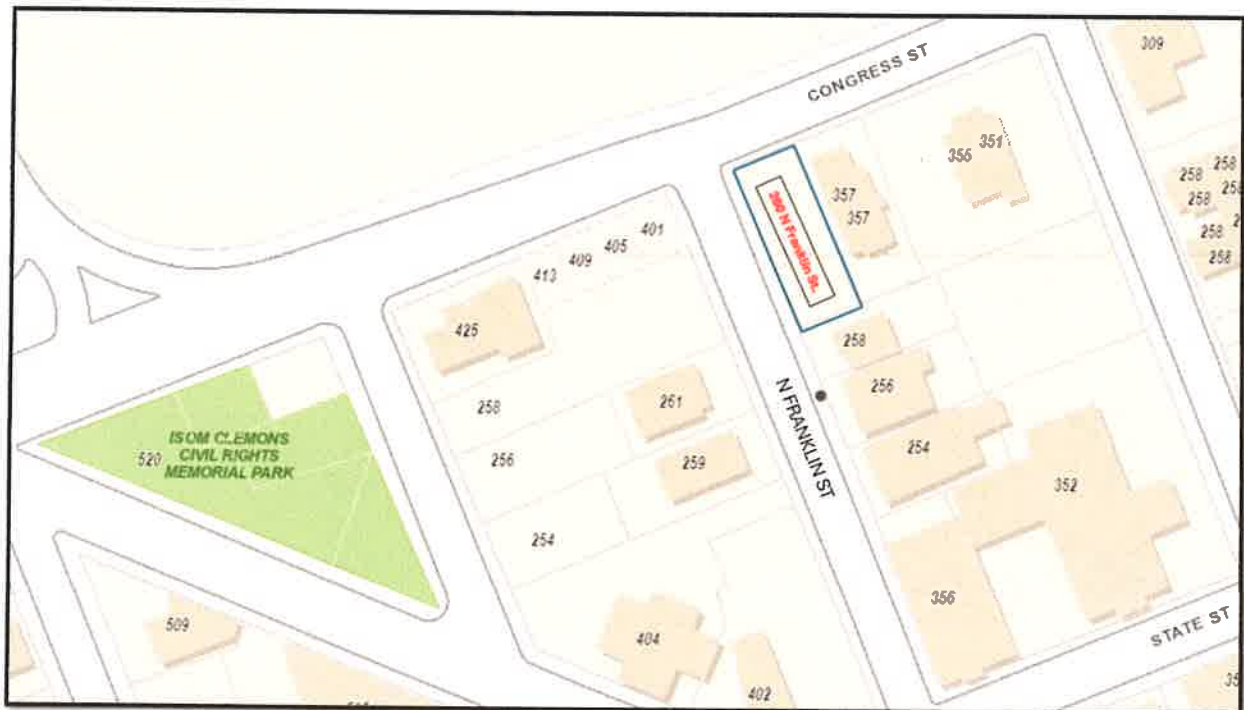
Adopted:

City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION: 260 N. Franklin Street

Beginning at the Southeast corner of Congress and Franklin Streets, and run South on the East side of Franklin Street 120 feet; thence East 45 feet; thence North 120 feet to the South line of Congress Street; thence West 45 feet to the point of beginning.



Grantee's/Tax Notice Address:
8845 Dawes Lake Rd. N
Mobile, AL 36619

Property Address:
260 Franklin Street
Mobile, AL 36603
Tax Accessed Value: \$14,680
Purpose: To Perfect Title

Grantor's Address:
Office of City Clerk
205 Government Plaza
Mobile, Alabama 36644

This Instrument Prepared By:
Madeleine Maury Sherman, Esq.
Burr & Forman LLP
11 North Water St.
Suite 22200
Mobile, Alabama 36602

STATE OF ALABAMA

COUNTY OF MOBILE

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that **CITY OF MOBILE, ALABAMA**, a municipal corporation, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations hereby acknowledged to have been paid to the said Grantor by **CONGRESS-FRANKLIN DEVELOPMENT COMPANY LLC**, an Alabama limited liability company, the Grantee, does hereby REMISE, RELEASE, QUIT CLAIM AND CONVEY unto the said Grantee, all right, title and interest in and to that real property in the County of Mobile, State of Alabama, described as follows:

Beginning at the Southeast corner of Congress and Franklin Streets, and run South on the East side of Franklin Street 120 feet; thence East 45 feet; thence North 120 feet to the South line of Congress Street; thence West 45 feet to the point of beginning.

TOGETHER WITH, all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the said Grantee, its successors and assigns, forever.

**THE REAL PROPERTY CONVEYED HEREIN DOES NOT CONSTITUTE THE
HOMESTEAD OF THE GRANTOR.**

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns,
forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the
_____ day of _____, 2024.

GRANTOR:

CITY OF MOBILE, ALABAMA, a municipal
corporation

By: _____
Name: William S. Stimpson
Its: Mayor

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned notary public in and for said state and county, hereby certify that William S. Stimpson, as the Mayor of the City of Mobile, Alabama, a municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily as an act of said corporation on the day the same bears date.

Given under my hand and notarial seal on this the _____ day of
_____, 2024.

Notary Public
My Commission Expires: _____

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

I. Property Address: 260 N. Franklin Street

City Council District and Zoning: District 2, Councilmember: William Carroll

Zoning: R-B Residential Business

Sale or Lease: Quit Claim of City of Mobile interest, in order to clear title from 1998 covenant and allow new owner, Congress-Franklin Development Company, LLC (CFDC)

II. Acquisitions by City:

- How: Conveyed to COM from The Mobile Housing Board (MHB)
- When 1994
- Special Circumstances (if applicable): Water St. Urban Renewal Plan

III. Why Sale/Lease recommended: The City of Mobile declared this property surplus and sold it in 1998 for urban renewal, as it was longer needed for Public or Municipal Purposes. A reversionary covenant was within the 1998 deed. The covenant was dropped during a subsequent conveyance.

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

I. Property Address: 260 N Franklin Street (corner of Congress St & N Franklin St.)
+/- 5,414 sf.

City Council District and Zoning: District 2, William Carroll, Zoning R-B (Residential Business)

Sale or Lease: Quit Claim of City of Mobile interest, in order to clear title from 1998
covenant and allow new owner, Congress-Franklin Development Company, LLC (CFDC)

II. Buyer or Lessee: Congress-Franklin Development Company, LLC (CFDC)

III. Date of City Council Resolution Assenting to Sale or Lease: Concurrent with Ordinance as
quit claim deed conveyance is necessary to clear title and remove the old covenant, in order for
CFDC, LLC to go forward with their development plans.

IV. Advertisements: N/A

- Dates: _____
- Methods: ☐ City Website ☐ For Sale sign posted
☐ Listed with brokers ☐ Other (explain)

V. Lease (if applicable) ----N/A-----

- Term _____
- Rent _____
- Options to renew _____

VI. Method of Sale:

☐ Sale by Realtor ☐ Request for Proposals
☐ Request for Bids ☐ Negotiation
☐ Exchange (explain, including Party, Property) _____
☐ Adjacent Property Owner / Sidelot
☐ Sale for Less than Fair Market Value: ☐ Public Purpose (see V below)
☒ Other: See Item # III above

VII. Fair Market Value: \$ 73,100
How Determined: ☐ MAI Appraisal; Date of Appraisal _____

☐ Appraisal ordered by: ☐ CITY or ☐ PURCHASER
☒ Tax Assessor
☐ Broker's Letter of Value
☐ Other; _____

VIII. Sale/Lease for Public Purpose identified: N/A
☐ Non-profit (name & purpose) _____

98006050

SLT-42028

C/O 5,400.00

1.30
 5.30
 1.65
 10.00
 16.50

WARRANTY DEED**STATE OF ALABAMA)****COUNTY OF MOBILE)**

KNOW ALL MEN BY THESE PRESENTS that the City of Mobile, a municipal corporation organized and existing under the laws of the State of Alabama, the Grantor, for and in consideration of the compliance by the Grantees with the covenants in this deed and the sum of Five Thousand Four Hundred and NO/100 DOLLARS (\$5,400.00) hereby acknowledged to have been paid to the said Grantor by Herbert E. Pair, III & Earl H. Minor the Grantees, does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said Grantees their successors and assigns with rights of survivorship, subject to the provisions hereinafter contained, all that real property situated in the County of Mobile, State of Alabama, described as follows:

Beginning at the Southeast corner of Congress and Franklin Streets, and run South on the East side of Franklin Street 120 feet, thence East 45 feet, thence North 120 feet to the South line of Congress Street, thence West 45 feet to the point of beginning.

together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; to have and to hold the same unto the said Grantees, their successors and assigns, forever.

And, except as to taxes hereafter coming due, public ways, easements, building setback lines and the provisions of all restrictions and covenants relative to the herein conveyed property recorded in the office of the Judge of Probate, Mobile County, Alabama, including those recorded in **Real Property Book 4411, Page 1856**, and further, the specific covenants conditions and reversionary rights hereinafter set out, the Grantor does for itself and for its successors and assigns covenant with the said Grantees, their heirs and assigns, that it is lawfully seized and

possessed of said premises, that the premises are free and clear from all encumbrances, that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns shall, subject to the provisions contained herein, warrant and defend the same unto said Grantees, their heirs, successors and assigns forever against the lawful claims of all persons whomsoever.

Except and provided, however, that the premises herein conveyed be held, administered and developed by the said Grantees such that the improvements contemplated and called for in that certain purchase agreement dated the 4th day of December, 1996, between Grantor and Grantees be accomplished and completed within twelve (12) months hereof; and provided further that should said premises not be so held, administered and developed such that the improvements are completed within twelve (12) months hereof, all right, title and interest herein conveyed shall revert to and be vested in the herein named Grantor.

RP 4544 PG 1691

By accepting this conveyance, the Grantees hereby agree and bind the Grantees, together with the heirs, assigns or transferees of the Grantees as follows:

a. To comply with all the terms of the Purchase Agreement between the Grantor and Grantees dated the 4th day of December, 1996 and the Grantees will commence work on the improvements in accordance with plans approved by Grantor not later than ninety (90) days from the date of this deed and shall diligently prosecute such and shall complete the improvements within twelve (12) months from the date of this deed.

b. Not to discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the premises or any improvements erected or to be erected thereon or any part thereof; and this covenant shall be binding to the fullest extent permitted by law in equity, for the benefit of and in favor of, and enforceable by the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on
this the 26 day of January, 1998

GRANTOR:
CITY OF MOBILE, ALABAMA
A Municipal Corporation

By: Michael C. Dow

Its Mayor

ATTESTED:

Glenda A. Morgan
City Clerk

GRANTEES:

Herbert E. Pair, III
Herbert E. Pair, III

Earl H. Minor
Earl H. Minor

STATE OF ALABAMA)

COUNTY OF MOBILE)

I the undersigned authority, a Notary Public, in and for said State in said County, hereby
certify that Michael C. Dow and Glenda A. Morgan,
whose names as Mayor and City Clerk, respectively, are signed to the foregoing instrument, and
who are known to me, acknowledged before me on this day that, being informed of the contents
of such instrument, they, as such officers and with full authority, executed the same voluntarily
for and as the act of the City of Mobile.

Given under my hand and official seal on this the 16th day of Dec, 1997.

Mary Ann Merchant
Notary Public

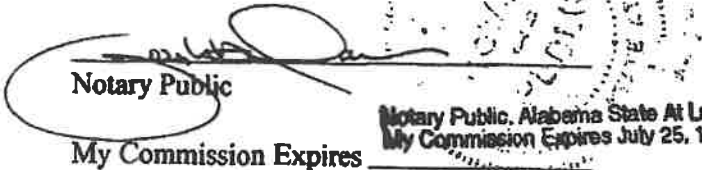
My Commission Expires 10-16-2000

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public, in and for said State in said County, hereby certify that **Herbert E. Pair, III** and **Earl H. Minor** whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 26 day of January, 1998.

Notary Public

My Commission Expires

Notary Public, Alabama State At L
My Commission Expires July 25, 1

This instrument prepared by:

John J. Olszewski
Real Estate Officer
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

State of Alabama - Mobile County
I certify this instrument was filed on:
Jan 28 1998 12:02:45 pm

Deed Tax	\$5.50
Surcharge	\$10.00
Recording	\$11.00
Total	\$26.50

L. W. MOOSAN, Judge of Probate

98006050

GRANTEES ADDRESS:

357 Congress Street
Mobile, AL 36603

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **461 Creek Circle Drive W** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **461 Creek Circle Drive W** described as:

LOTS 1 & 2 BLK C CREEK HILL SUB MBK 4 P 568 #SEC 42 T4S R1W #MP29 07 42 0 003

Parcel Number: 29 07 42 0 003 111

Last Assessed to: CHESTANG DEWEY & MARY, C/O WOODROW HUDSON JR

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished/secured** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

August 13, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is placed next to the 'FR' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 13, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **461 CREEK CIRCLE DRIVE W**, OWNED BY OR MAY HAVE AN INTEREST: **CHESTANG DEWEY & MARY, C/O WOODROW HUDSON JR** A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 07 42 0 003 111

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

461 Creek Circle Drive W

Property Details

Parcel Key	829688	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	04-08-24	Comments	

Property Score

Score	53	Score Description	REPAIR/SECURE
-------	----	-------------------	---------------

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 06/20/2024

Property Address: 461 Creek Circle Drive W

District No: 1

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☒ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Woodrow Hudson Junior
6200 Zeigler BLVD
Mobile, Alabama 36608-3527

June 20, 2024

RE: **461 Creek Circle Drive W**
Project Number: ME-040-24

Dear Woodrow Hudson Junior:

On June 14, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 461 Creek Circle Drive W.

I. **PROPERTY** The legal description of the Property is as follows:

LOTS 1 & 2 BLK C CREEK HILL SUB MBK 4 P 568 #SEC 42 T4S R1W #MP29 07 42 0 003

Parcel Number: 29 07 42 0 003 111

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **August 2, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 2, 2024**, provide the Code Official with a work plan to accomplish the repairs by **August 2, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 2, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **August 13, 2024, at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,

☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement









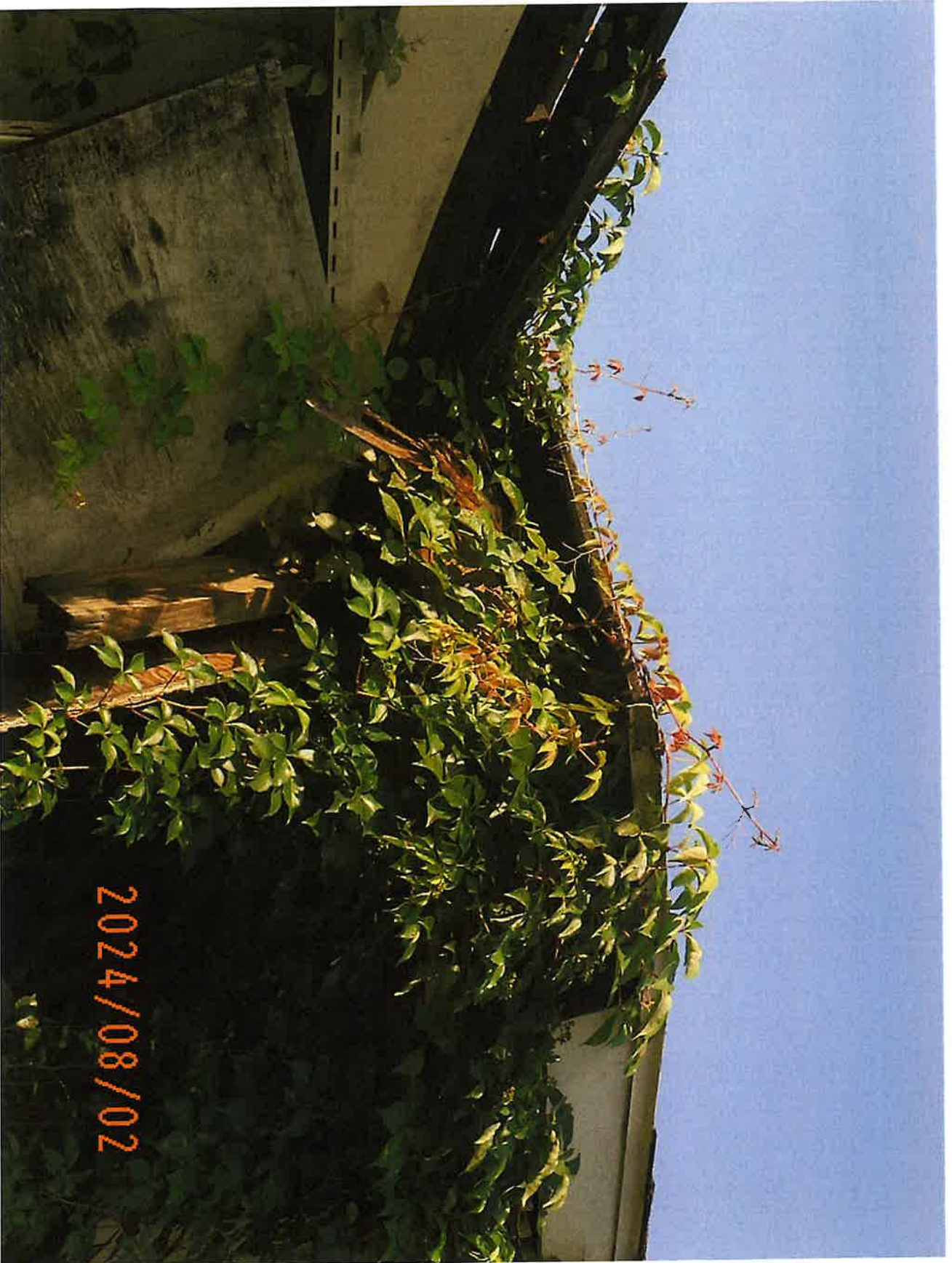
NUISANCE ABATEMENT

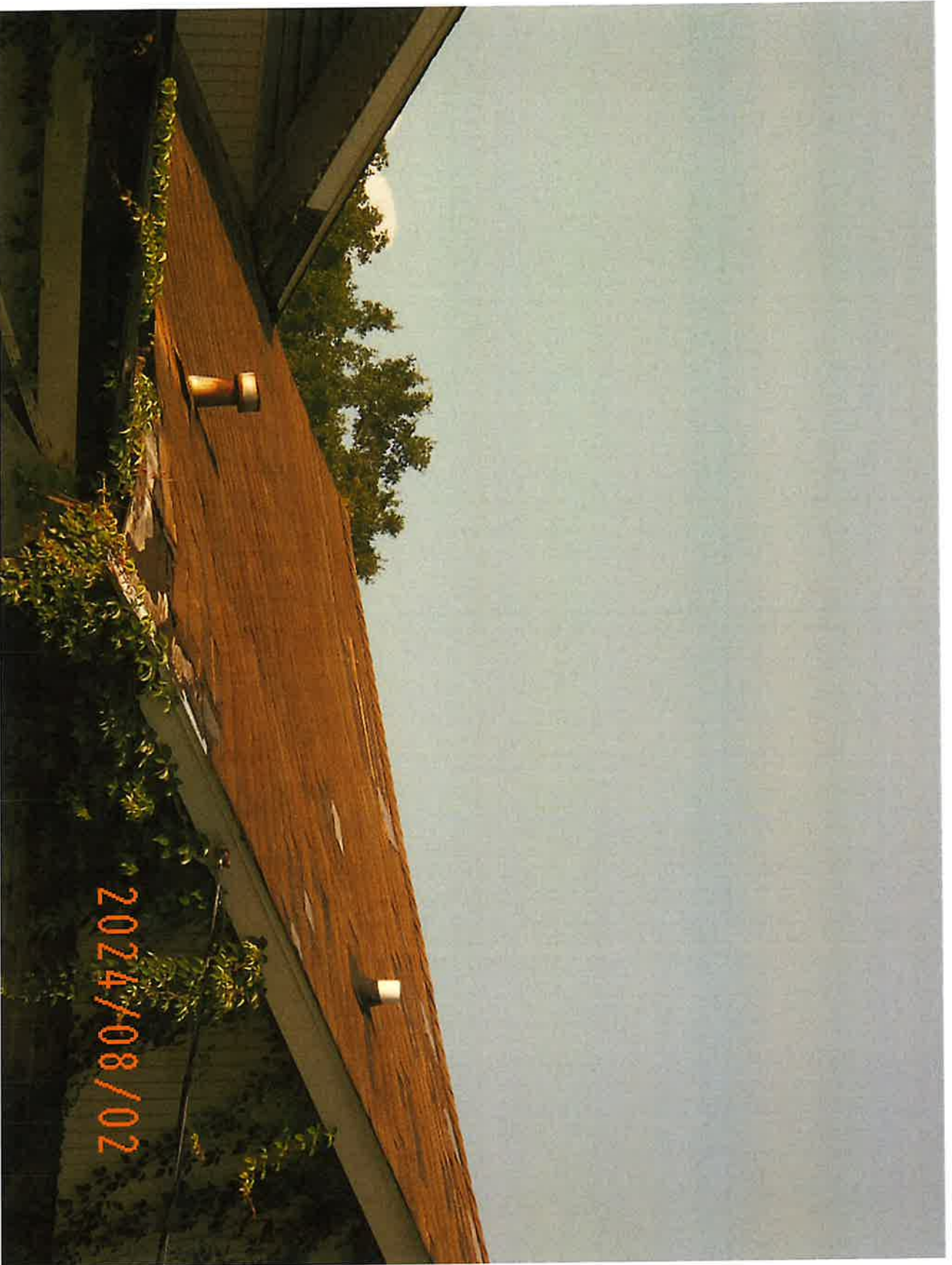
461 CREEK CIRCLE DRIVE W

AGENDA PHOTOS / DW

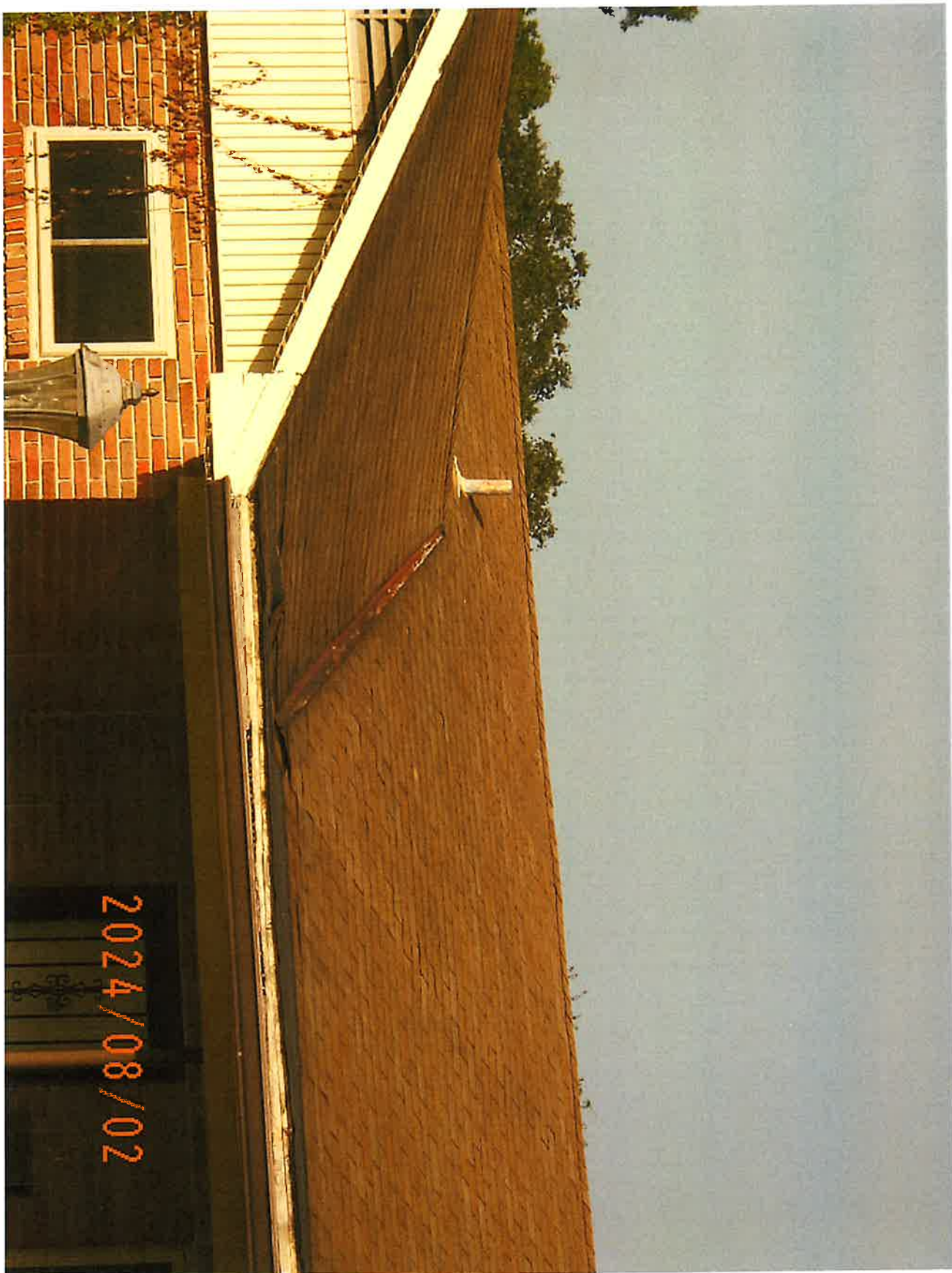














NUISANCE ABATEMENT

461 CREEK CIRCLE DRIVE W

AGENDA PHOTOS / DW

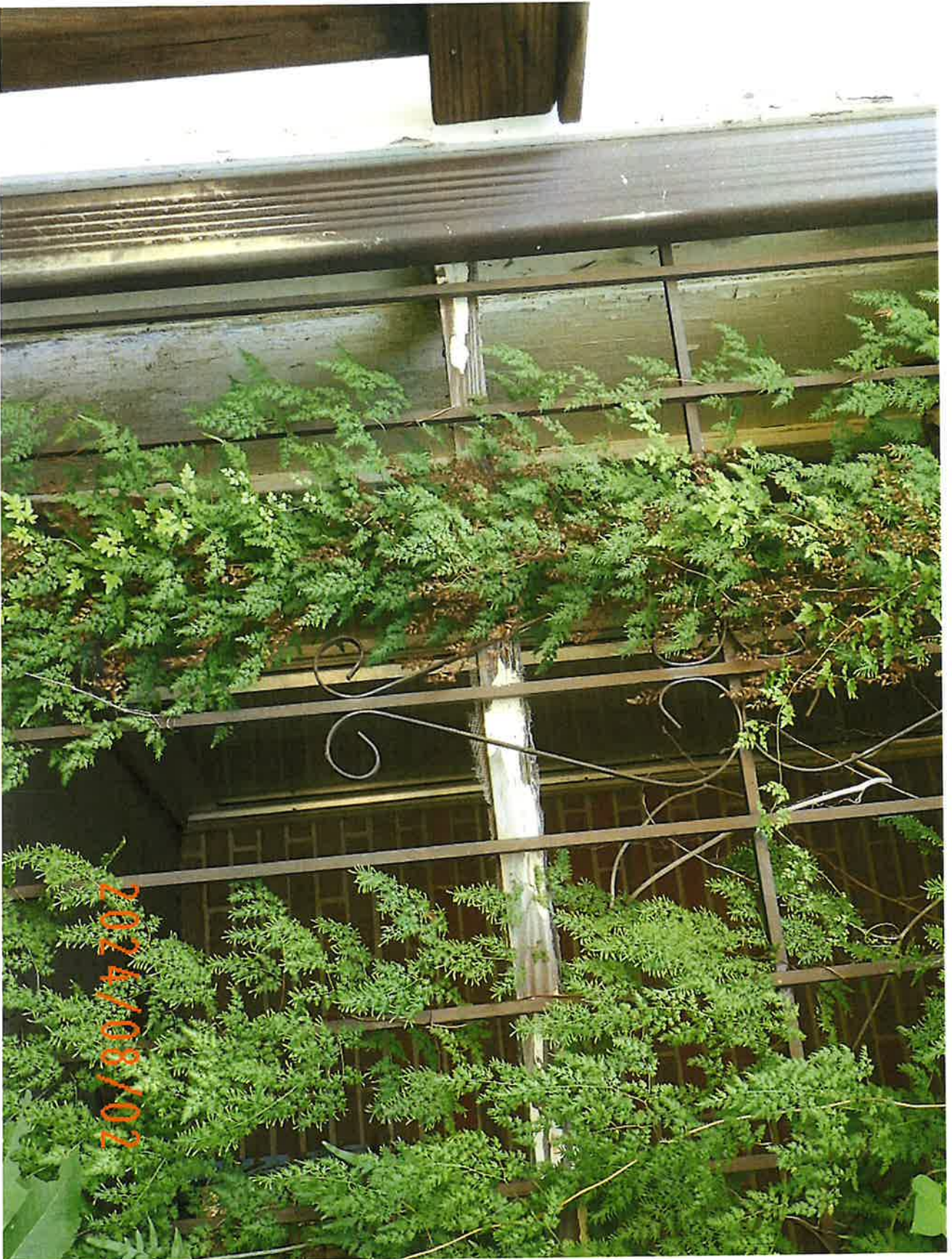


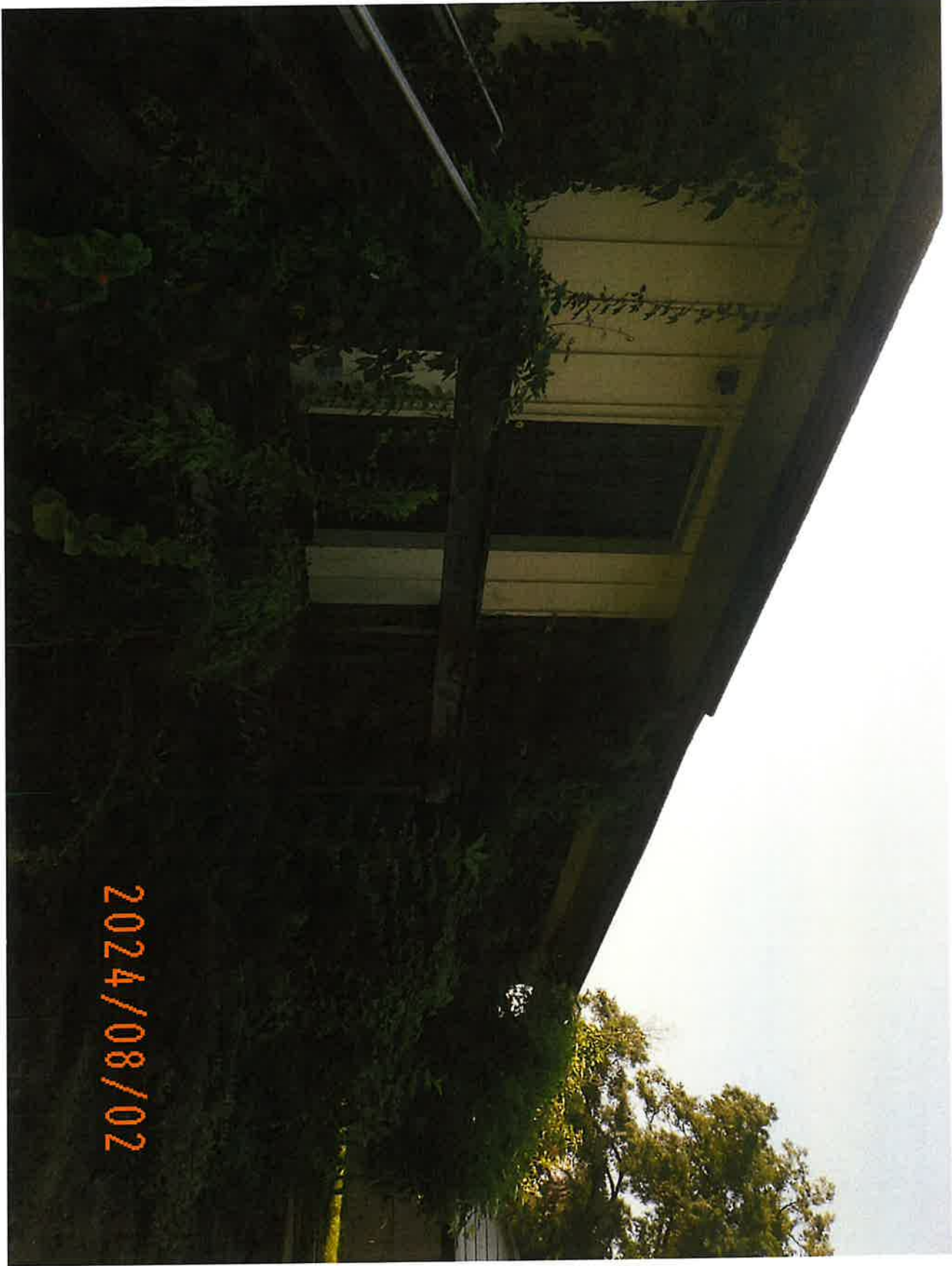
NUISANCE ABATEMENT

461 CREEK CIRCLE DRIVE W

AGENDA PHOTOS / DW







NUISANCE ABATEMENT

461 CREEK CIRCLE DRIVE W

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

461 CREEK CIRCLE DRIVE W

AGENDA PHOTOS / DW



Affidavit of Mailed Notice



Date: August 13, 2024

State of Alabama
County of Mobile

Subject Property – 461 Creek Circle Drive W

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

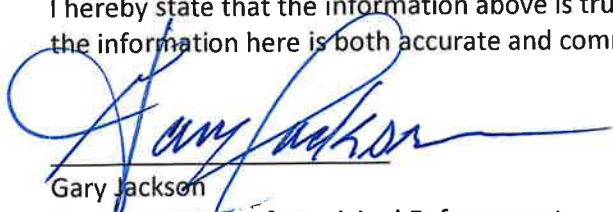
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **27 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 461 W Creek Circle

Date: January 11, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 29, 2023

Per the Title Report, the owner is: Heirs at law and next of kin of Dewey D. Chestang (DOD 3/10/2008 and Mary E. Chestang (DOD 4/3/2017)

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Woodrow Hudson, Jr
461 W Creek Circle
Mobile AL 36617-2328 | Subject property address |
| 2 | Woodrow Hudson, Jr
6200 Zeigler Blvd
Mobile AL 36608-3527 | Revenue Commission mailing address (verified by Woodrow Hudson) and LexisNexis address good 1/2024 Phone number 251-344-7847, 937-837-0161, 251-457-4150 |
| 3 | Woodrow Hudson, Jr
3828 Denlinger Rd
Dayton OH 45426-2328 | LexisNexis address good 1/2023 |
| 4 | Darrell Lamont Horton
13611 Park Grove St
Detroit MI 48205-2838 | Heir – LexisNexis address good 10/2023
Phone numbers 313-687-3866, 313-420-0227, 313-478-7387, 586-262-6488 |
| 5 | Darrell Lamont Horton, Darrell Horton, II and Cherrish Horton
2957 Taylor St
Detroit MI 48206-1910 | LexisNexis address good 1/2024 – Phone numbers for Cherrish 313-974-5732, 313-808-9476 and 313-576-6593 |
| 6 | Darrell Lamont Horton
13861 Manning St
Detroit MI 48205-1829 | LexisNexis address good 1/2023 |
| 7 | Darrell Lamont Horton
18041 Pelkey St Apt 2
Detroit MI 48205-2774 | LexisNexis address good 5/2023 |
| 8 | Darreka Horton
80 Riverside Dr
Battle Creek MI 49037-8683 | Heir – LexisNexis address good 4/2022
Phone numbers 313-808-9476, 313-974-5732, 313-576-6593 |
| 9 | Darreka Horton
306 N F St
Fort Smith AR 72901-1464 | LexisNexis address good 10/2020 |

- 10 Darreka Horton LexisNexis address good 5/2020
414 S 14th St
Fort Smith AR 72901-4606
- 11 Deandrea Horton Heir – LexisNexis address good 11/2023
471 W Margaret St Phone numbers 313-808-9476, 313-247-9020,
Highland Park MI 48203-1910 313-420-0227, 313-556-4729
- 12 Deandrea Horton LexisNexis address good 1/2024
2957 Taylor St
Detroit MI 48206-1910
- 13 Deandrea Horton LexisNexis address good 8/2022
14607 Mettetal St
Detroit MI 48227-1877
- 14 Deandrea Horton LexisNexis address good 8/2020
1600 Des Moines Ave
Portsmouth VA 23704-4304
- 15 Deandrea Horton LexisNexis address good 11/2019
2400 Ring Rd S Apt 3000
Kalamazoo MI 49006-6118
- 16 Champion Horton Heir – LexisNexis address good 10/2023
111 Old Hickory Blvd Apt 205
Nashville TN 37221-6951
- 17 Champion Horton LexisNexis address good 7/2023
1446 Robert Rose Dr
Murfreesboro TN 37129-6391
- 18 Champion Horton LexisNexis address good 9/2022
5451 Independence Pkwy Apt
2308
Plano TX 75023-5440
- 19 Champion Horton LexisNexis address good 9/2021
18421 Gilchrist St
Detroit MI 48235-3034
- 20 Champion Horton LexisNexis address good 4/2021
2957 Taylor St
Detroit MI 48206-1910
- 21 Danielle Horton Heir – LexisNexis address good 12/2023
1610 O'Neil Cir Phone numbers 734-560-1129, 248-445-8008,
Rochester Hills MI 48307-5658 313-420-0227, 248-897-6267, 248-508-3688, 734-
560-1129
- 22 Danielle Horton LexisNexis address good 1/2023
2094 Jonathan Cir
Shelby Township MI ~~48033~~ 48317
- 23 Danielle Horton LexisNexis address good 6/2023
20855 Lahser Rd Apt 414
Southfield MI 48033-4420
- 24 Christina Horton Heir – LexisNexis address good 12/2023
12550 Wilshire Dr Phone numbers 313-523-3598, 313-420-0227,
Detroit MI 48213-1820 479-782-3271

- 25 Christina Horton LexisNexis address good 6/2023
2107 N L St
Fort Smith AR 72901-1854
- 26 Christina Horton LexisNexis address good 3/2020
242 Taft Ct Apt A1
Battle Creek MI 49014-4462
- 27 Darrell Horton II Heir – LexisNexis address good 11/2023
2094 Jonathan Cir Phone number 248-897-6267
Shelby Township, MI

TAX STATUS: PAID 2023 CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Dewey D & Mary E Chestang c/o Woodrow Hudson, filed
10/23/2023, recorded 1/14/2023, instrument number 2023067158

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **1860 Toulmin Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1860 Toulmin Avenue** described as:

**LOT 17 LEWIS ADD TO TOULMINVILLE DBK 156 N S P 260-261 #SEC 44 T4S
R1W #MP29 02 44 0 023**

Parcel Number: 29 02 44 0 023 261

**Last Assessed to: WASHINGTON ELZY M JR 1/4 INT, MARCUS MAURICE
DRYER 1/4 INT**

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

August 13, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 13, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1860 TOULMIN AVENUE**, OWNED BY OR MAY HAVE AN INTEREST: **WASHINGTON ELZY M JR 1/4 INT, MARCUS MAURICE DRYER 1/4 INT** A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 023 261

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DISCRPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1860 Toulmin Avenue

Property Details

Parcel Key	690568	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	03/28/24	Comments	

Property Score

Score	57	Score Description	Blight Review
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 4-8-24

Noted 6 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 06/20/2024

Property Address: 1860 Toulmin Avenue

District No: 1

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☒ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☒ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Marcus Dryer
1860 Toulmin Avenue
Mobile, Alabama 36617-3406

June 20, 2024

**RE: 1860 Toulmin Avenue
Project Number: ME-033-24**

Dear Marcus Dryer:

On June 12, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1860 Toulmin Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 17 LEWIS ADD TO TOULMINVILLE DBK 156 N S P 260-261 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: 29 02 44 0 023 261

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **August 2, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 2, 2024**, provide the Code Official with a work plan to accomplish the repairs by **August 2, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 2, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **August 13, 2024, at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

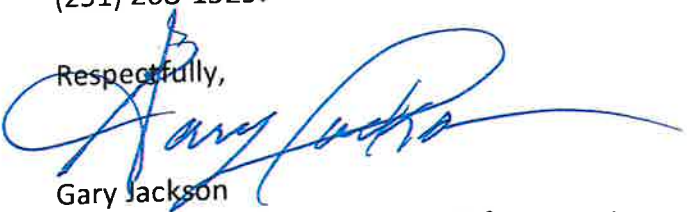
- ☒ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

1860 TOULMIN AVENUE

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1860 TOULMIN AVENUE

AGENDA PHOTOS / DW



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NUISANCE ABATEMENT

1860 TOULMIN AVENUE

AGENDA PHOTOS / DW





2024/08/02

NUISANCE ABATEMENT

1860 TOULMIN AVENUE

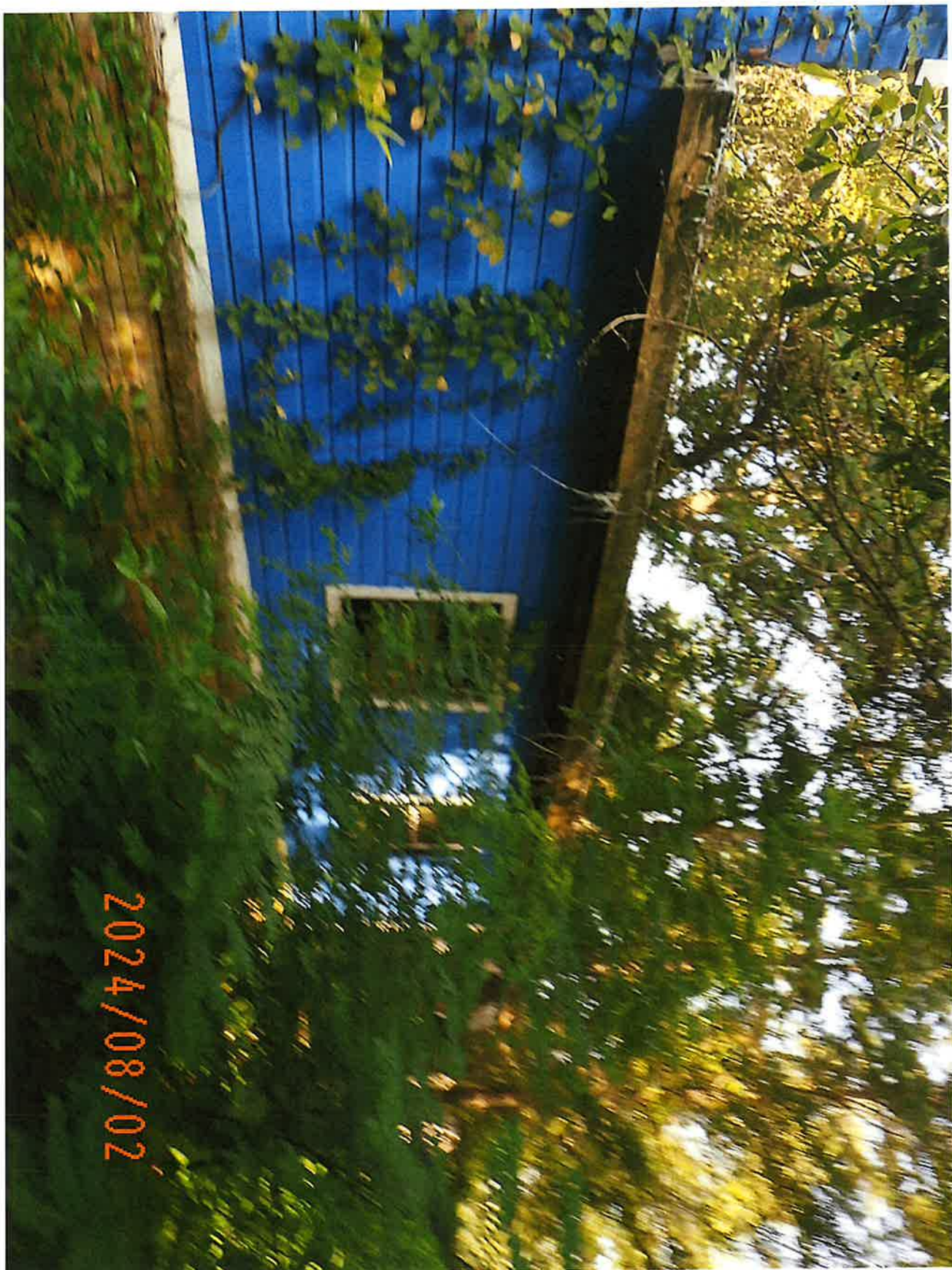
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1860 TOULMIN AVENUE

AGENDA PHOTOS / DW



2024/08/02

NUISANCE ABATEMENT

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NUISANCE ABATEMENT

1860 TOULMIN AVENUE

AGENDA PHOTOS / DW



2024/08/02

NUISANCE ABATEMENT

1860 TOULMIN AVENUE

AGENDA PHOTOS / DW



Affidavit of Mailed Notice



Date: August 13, 2024

State of Alabama
County of Mobile

Subject Property – 1860 Toulmin Avenue

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **11 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

A blue ink signature of Gary Jackson, written in a cursive style, is placed over the printed name and title.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1860 Toulmin Avenue

Date: May 10, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 9, 2024

Per the Title Report, the owner is: Fee Simple is vested in Marcus Maurice Dryer, ¼ interest, Elzy M. Washington, Jr., ¼ interest, Avery Suber, ⅛ interest, Simone Racine Suber Wilson, ⅛ interest, Steven Williams, ⅛ interest and Cassandra Williams, ⅛ interest.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1 Marcus Dryer
1860 Toulmin Ave
Mobile AL 36617-3406

Revenue Commission location/subject address.
Owner – LexisNexis address good 2023

2 Everette Taylor
Steven Williams
Cassandra Williams
336 W 60th St
Los Angeles CA 90003-1134

Steven and Cassandra are 1/8 interest owners but are incapacitated per heirship affidavit and they live with Everette Taylor per Norvie Womack (previous owner and heir) Everette Taylor is daughter but was not listed in heirship affidavit. Lexis Nexis address good 2/2024 – Phone numbers 323-868-2471, and 323-274-6180 good 2023 and 2024. Could not locate Steven or Cassandra on LexisNexis.

3 Everette Taylor
Steven Williams
Cassandra Williams
5260 Mossberg Dr
Theodore AL 36582

LexisNexis address good 2023

4 Everette Taylor
Steven Williams
Cassandra Williams
1545 S Cloverdale Ave Apt 2
Los Angeles CA 90019-4077

LexisNexis address good 9/2023

5 Avery Suber
3180 Meadow Ln
Mobile AL 36618-4636

Heir – LexisNexis address good 12/2023 – Phone numbers 901-494-2608, 251-239-2989 and 251-259-0931 good 2024

- | | | |
|----|---|---|
| 6 | Elzy M. Washington
327 King Ave Apt 112
Wilmington CA 90744-5108 | Heir – LexisNexis address good 2/2024 – Phone numbers are 323-229-4254, 323-229-5143, 323-852-3183 good 2024 |
| 7 | Elzy M. Washington
2719 S Sycamore Ave
Los Angeles CA 90016-2758 | LexisNexis address good 1/2024 |
| 8 | Marcus Dryer
6240 Rester Rd Lot H
Theodore AL 36582-3965 | Heir – LexisNexis address good 3/2024 – Phone numbers are 251-776-3156, 817-681-0661, 682-241-2400, 251-725-0560 and 251-456-3721 good 2024 |
| 9 | Marcus Dryer
302 Lee ST
Chickasaw AL 36611-2110 | LexisNexis address good 5/2024 |
| 10 | Simone Racine Suber Wilson
3180 Meadow Ln
Mobile AL 36618-4636 | Heir – LexisNexis address good 3/2024 – Phone numbers are 251-234-8911, 205-705-6363 and 901-494-2608 good 2024 |
| 11 | Simone Racine Suber Wilson
4317 W Sparrow Springs Loop
Apt 103
Memphis TN 38135-5205 | LexisNexis address good 3/2023 |

TAX STATUS: 2023 TAXES ARE PAID CURRENT
Parties with recorded liens per Title Report: NONE
Open Mortgages: NONE
Lis Pendens: NONE

RESOLUTION

Sponsored by: Councilmember C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **1105 Sutton Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1105 Sutton Avenue** described as:

THAT LOT OF LAND BDED BY A LINE BEG AT A PT ON S/S OF SUTTON ST 150 FT WLY FROM SW COR OF SUTTON ST & AN ALLEY OR ST CALLED C STREET TH RUN S 26 DEG W 152 FT M/L TO PT TH RUN N 83 DEG W 49 FT TO PT TH N 26 DEG E 152 FT M/L TO S/S OF SUTTON ST TH ELY ALG S/L OF SUTTON ST 49 FT TO POB #SEC 36 T4S R1W #MP29 11 36 0 003

Parcel Number: 29 11 36 0 003 064

Last Assessed to: MAJESTIC ENTERPRISES LLC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

August 13, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is placed over the 'FR' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 13, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1105 SUTTON AVENUE**, OWNED BY OR MAY HAVE AN INTEREST: **MAJESTIC ENTERPRISES LLC** A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 11 36 0 003 064

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DISCRPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1105 SUTTON AVENUE

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	11/20/2023	Comments	

Property Score

Score	62	Score Description	DEMO
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

3/4/2024

Notes 5 to 8 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 06/20/2024

Property Address: 1105 Sutton Avenue

District No: 3

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☒ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☒ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Majestic Enterprises, LLC
C/O Lismer Williams Junior
3251 Valley Road
Mobile, Alabama 36605-4145

June 20, 2024

**RE: 1105 Sutton Avenue
Project Number: ME-023-24**

Dear Lismer Williams Junior:

On June 12, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1105 Sutton Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

THAT LOT OF LAND BDED BY A LINE BEG AT A PT ON S/S OF SUTTON ST 150 FT WLY FROM SW COR OF SUTTON ST & AN ALLEY OR ST CALLED C STREET TH RUN S 26 DEG W 152 FT M/L TO PT TH RUN N 83 DEG W 49 FT TO PT TH N 26 DEG E 152 FT M/L TO S/S OF SUTTON ST TH ELY ALG S/L OF SUTTON ST 49 FT TO POB #SEC 36 T4S R1W #MP29 11 36 0 003

Parcel Number: 29 11 36 0 003 064

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **August 2, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 2, 2024**, provide the Code Official with a work plan to accomplish the repairs by **August 2, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 2, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **August 13, 2024, at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

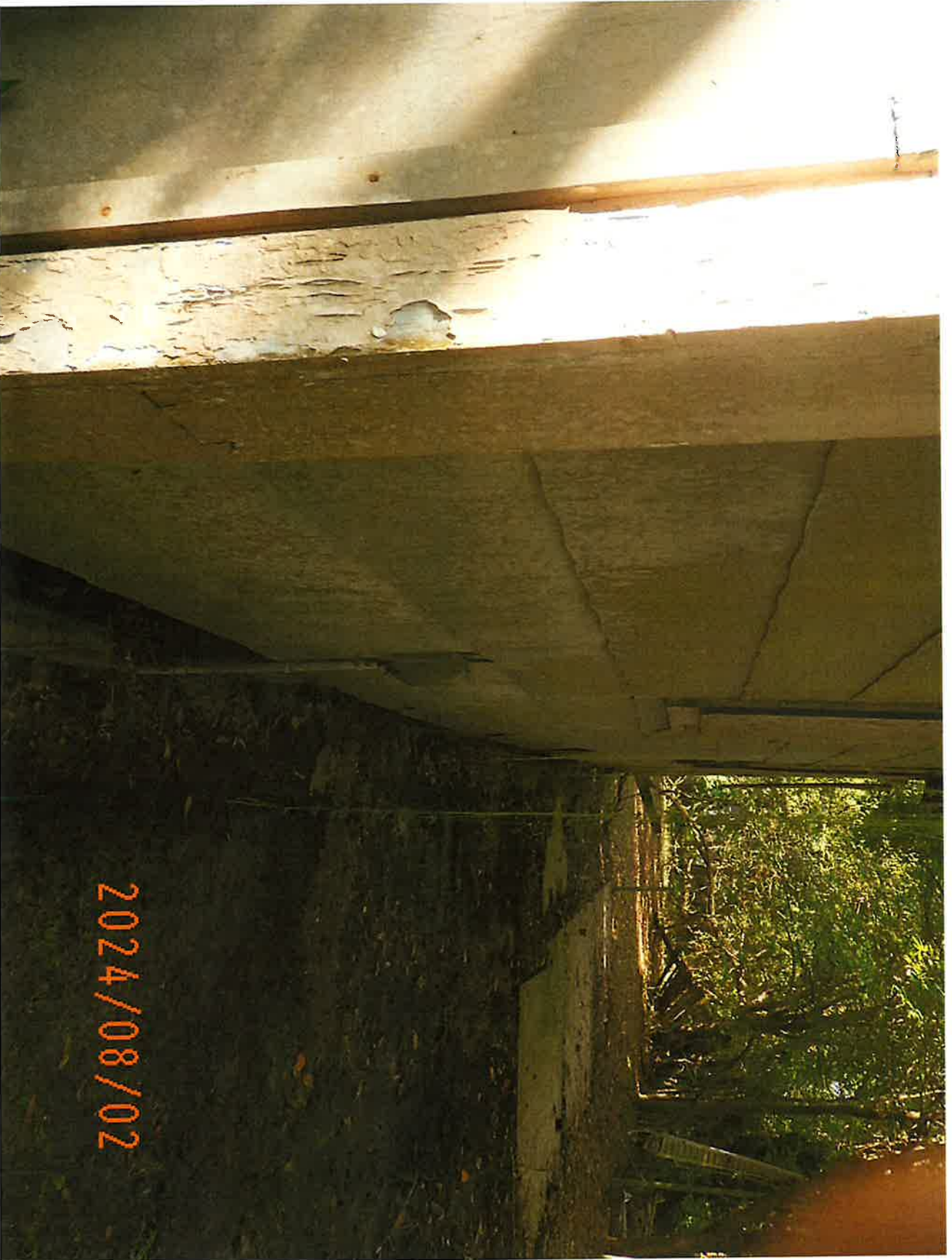
Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement





NUISANCE ABATEMENT

1105 SUTTON AVENUE

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1105 SUTTON AVENUE

AGENDA PHOTOS / DW







NUISANCE ABATEMENT

1105 SUTTON AVENUE

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1105 SUTTON AVENUE

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1105 SUTTON AVENUE

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1105 SUTTON AVENUE

AGENDA PHOTOS / DW



Affidavit of Mailed Notice



Date: August 13, 2024

State of Alabama
County of Mobile

Subject Property – 1105 Sutton Avenue

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **12 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

A handwritten signature in blue ink, appearing to read 'Gary Jackson', is written over a horizontal line.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1105 Sutton Avenue

Date: April 22, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 19, 2024

Per the Title Report, the owner is: Fee Simple is vested in Majestic Enterprises, LLC.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Majestic Enterprises, LLC
c/o Lismer Williams, Jr.
1105 Sutton Ave
Mobile AL 36605-1944 | Subject/location address - Owner |
| 2 | Majestic Enterprises, LLC
c/o Lismer Williams, Jr.
9590 Saddlebrook Dr N
Mobile AL 36695-9780 | LexisNexis address good 3/2024
Phone numbers 251-716-9647, 251-604-1345,
251-355-6360, 251-473-4168, 334-476-7189 |
| 3 | Majestic Enterprises, LLC
c/o Lismer Williams, Jr.
1460 Houston St
Mobile AL 36606-1113 | LexisNexis address good 1/2024 |
| 4 | Majestic Enterprises, LLC
c/o Lismer Williams, Jr.
3251 Valley Rd
Mobile AL 36605-4145 | LexisNexis address good 2023 |
| 5 | Majestic Enterprises, LLC
c/o Lismer Williams, Jr.
1106 Lucille St
Mobile AL 36605-1909 | LexisNexis address good 2023 |

TAX STATUS: TAXES ARE PAID CURRENT FOR 2023 TAX YEAR

Parties with recorded liens per Title Report:

Weed Lien – City of Mobile vs Majestic Enterprises, LLC, Adopted 8/19/2022, recorded 12/5/2022, instrument number 2022074994.

Open Mortgages: NONE

Lis Pendens

Lis Pendens City of Mobile vs Majestic Enterprises, LLC, filed 3/5/2024, recorded
3/21/2024, instrument number 2024016316

RESOLUTION

Sponsored by: Councilmember C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **2079 Victory Drive W** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2079 Victory Drive W** described as:

LOT 28 BLK 3 VICTORY PL MBK 3 PGS 658-660 #SEC 32 T4S R1W #MP29 11 32
1 000

Parcel Number: 29 11 32 1 000 007

Last Assessed to: HANDY LATREACE BARNES

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

1

MUNICIPAL ENFORCEMENT DIVISION
August 13, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FR:' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 13, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2079 VICTORY DRIVE W**, OWNED BY OR MAY HAVE AN INTEREST: **HANDY LATREACE BARNES** A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 11 32 1 000 007

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

2079 Victory Drive W

Property Details

Parcel Key	955327	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	03/28/24	Comments	

Property Score

Score	77	Score Description	DEMOLITION
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

4-2-24
f

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 06/20/2024

Property Address: 2079 Victory Drive W

District No: 3

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☒ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☒ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Latreace Barnes Handy
P O Box 50126
Mobile, Alabama 36605-0126

June 20, 2024

RE: 2079 Victory Drive W
Project Number: ME-029-24

Dear Latreace Barnes Handy:

On June 12, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2079 Victory Drive W.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 28 BLK 3 VICTORY PL MBK 3 PGS 658-660 #SEC 32 T4S R1W #MP29 11 32 1 000

Parcel Number: 29 11 32 1 000 007

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **August 2, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 2, 2024**, provide the Code Official with a work plan to accomplish the repairs by **August 2, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 2, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **August 13, 2024, at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

2079 VICTORY DRIVE W

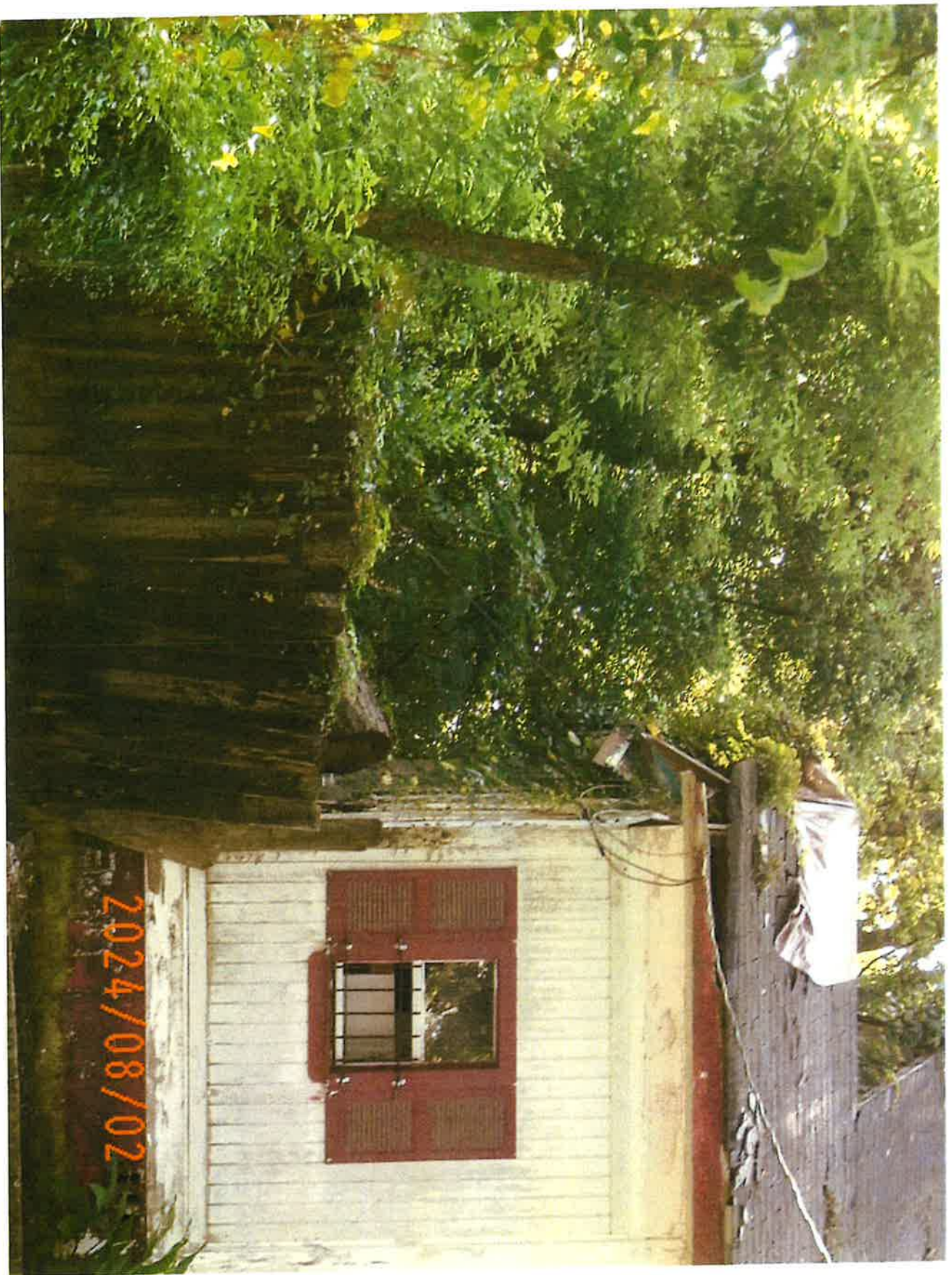
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2079 VICTORY DRIVE W

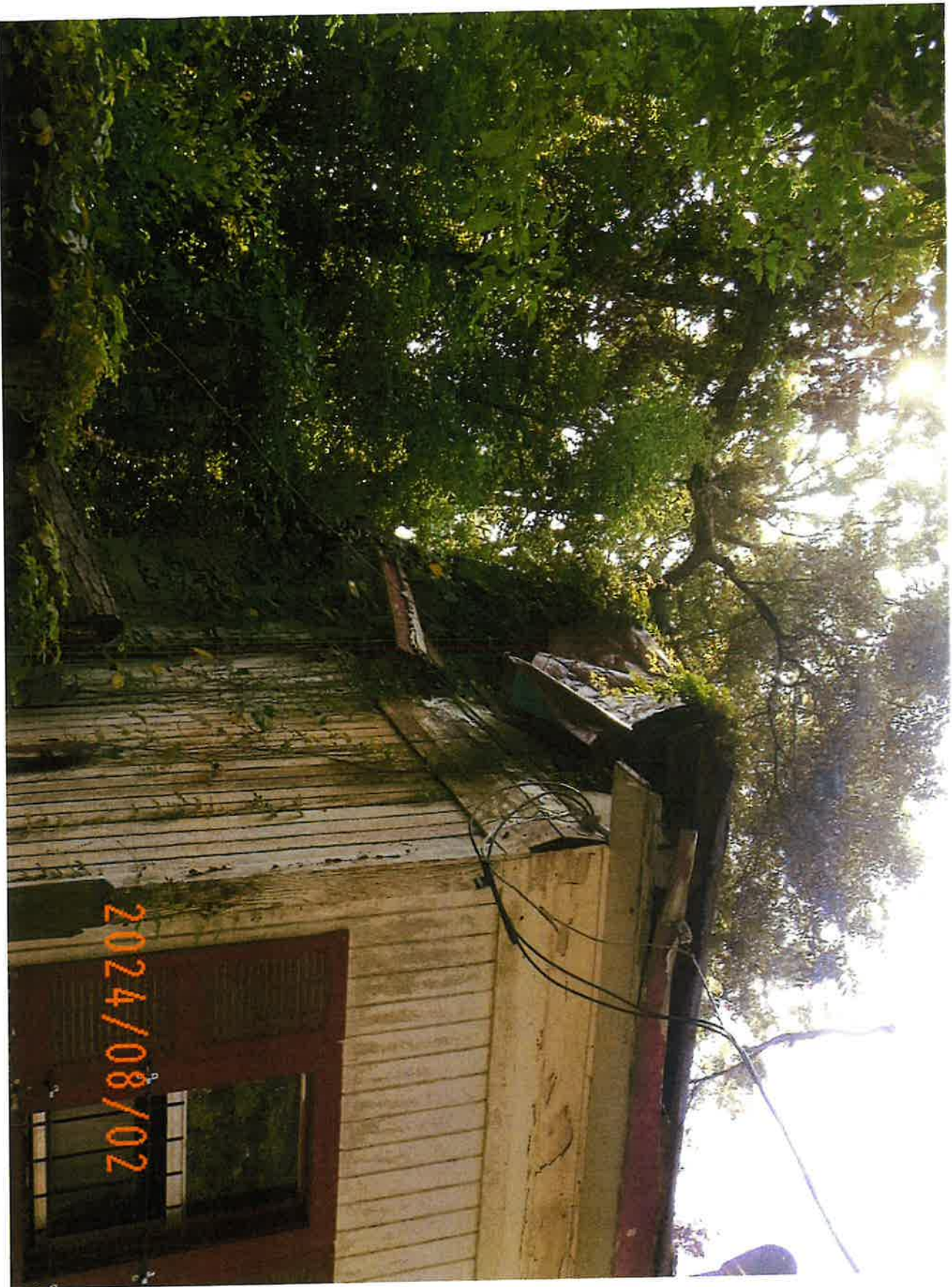
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2079 VICTORY DRIVE W

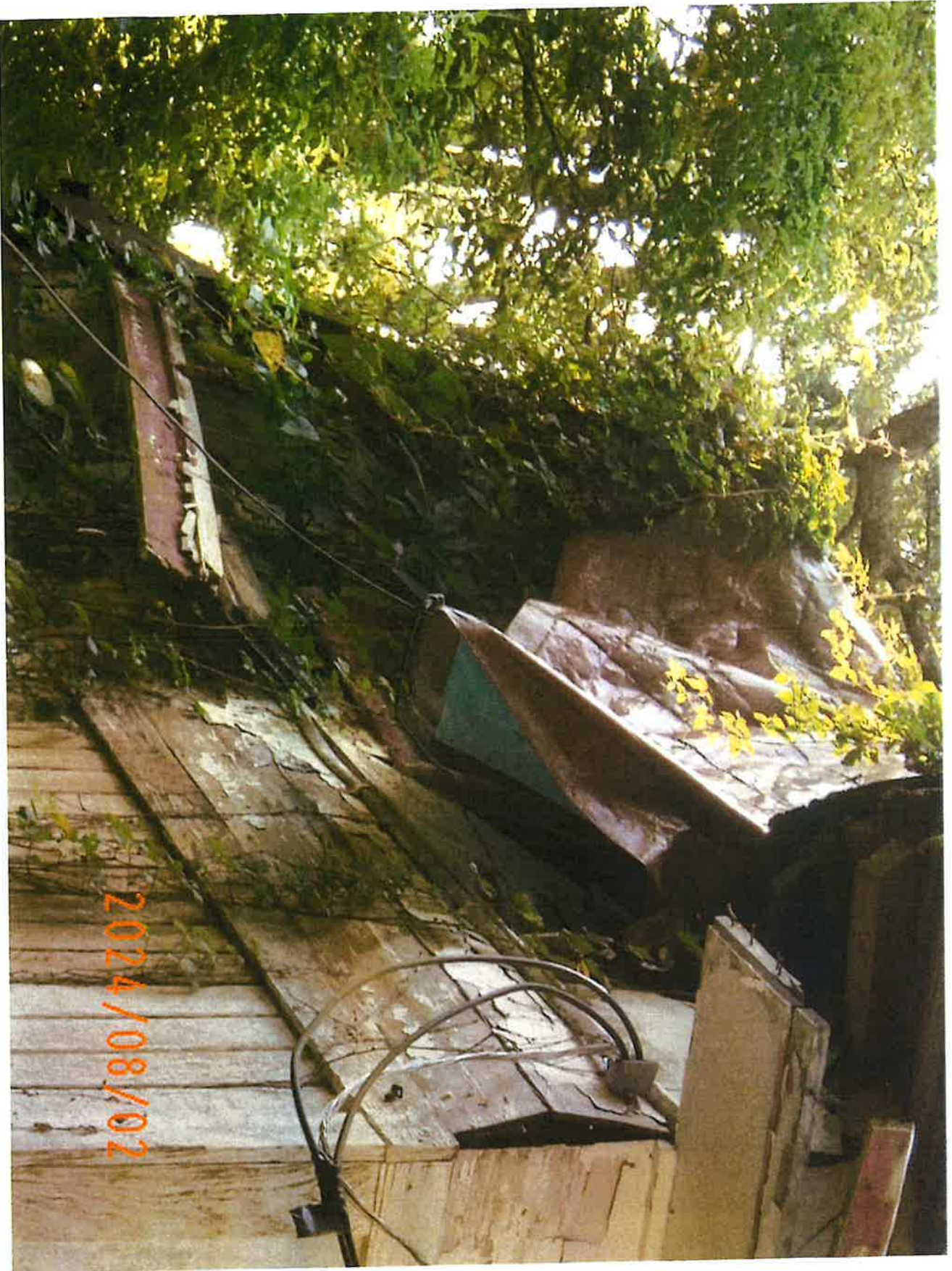
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2079 VICTORY DRIVE W

AGENDA PHOTOS / DW

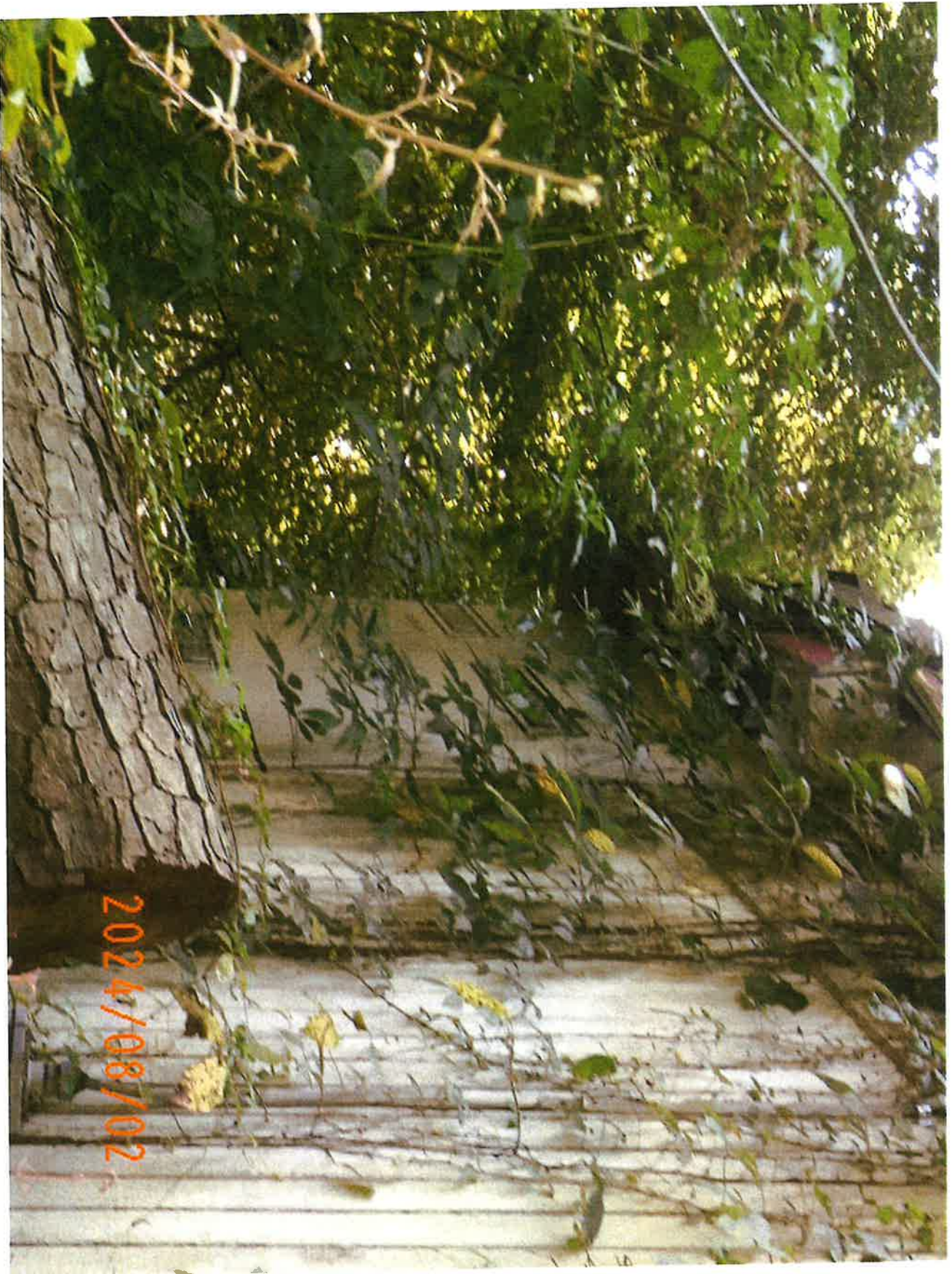




NUISANCE ABATEMENT

2079 VICTORY DRIVE W

AGENDA PHOTOS / DW





NUISANCE ABATEMENT

2079 VICTORY DRIVE W

AGENDA PHOTOS / DW



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NUISANCE ABATEMENT

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AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2079 VICTORY DRIVE W

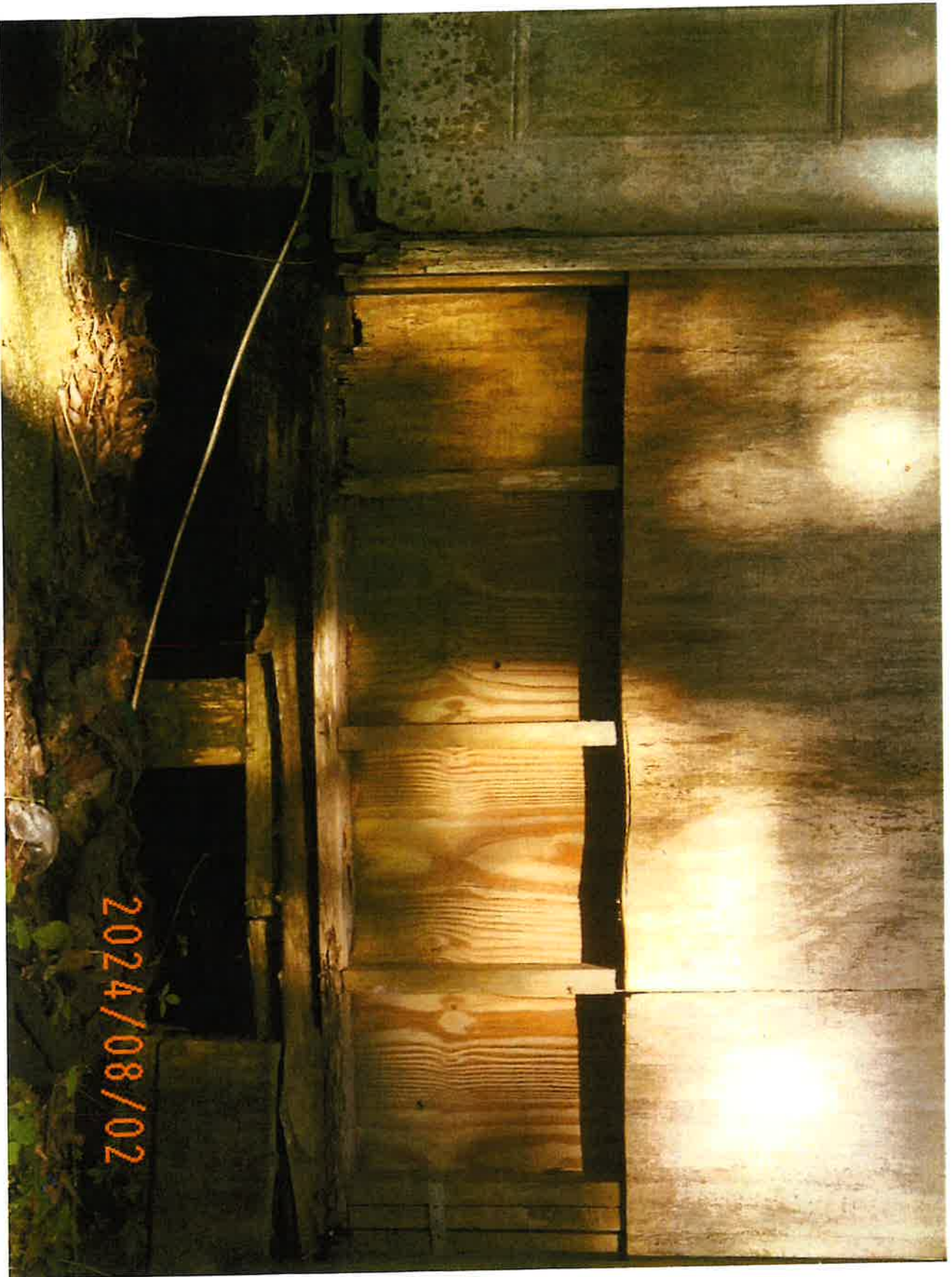
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2079 VICTORY DRIVE W

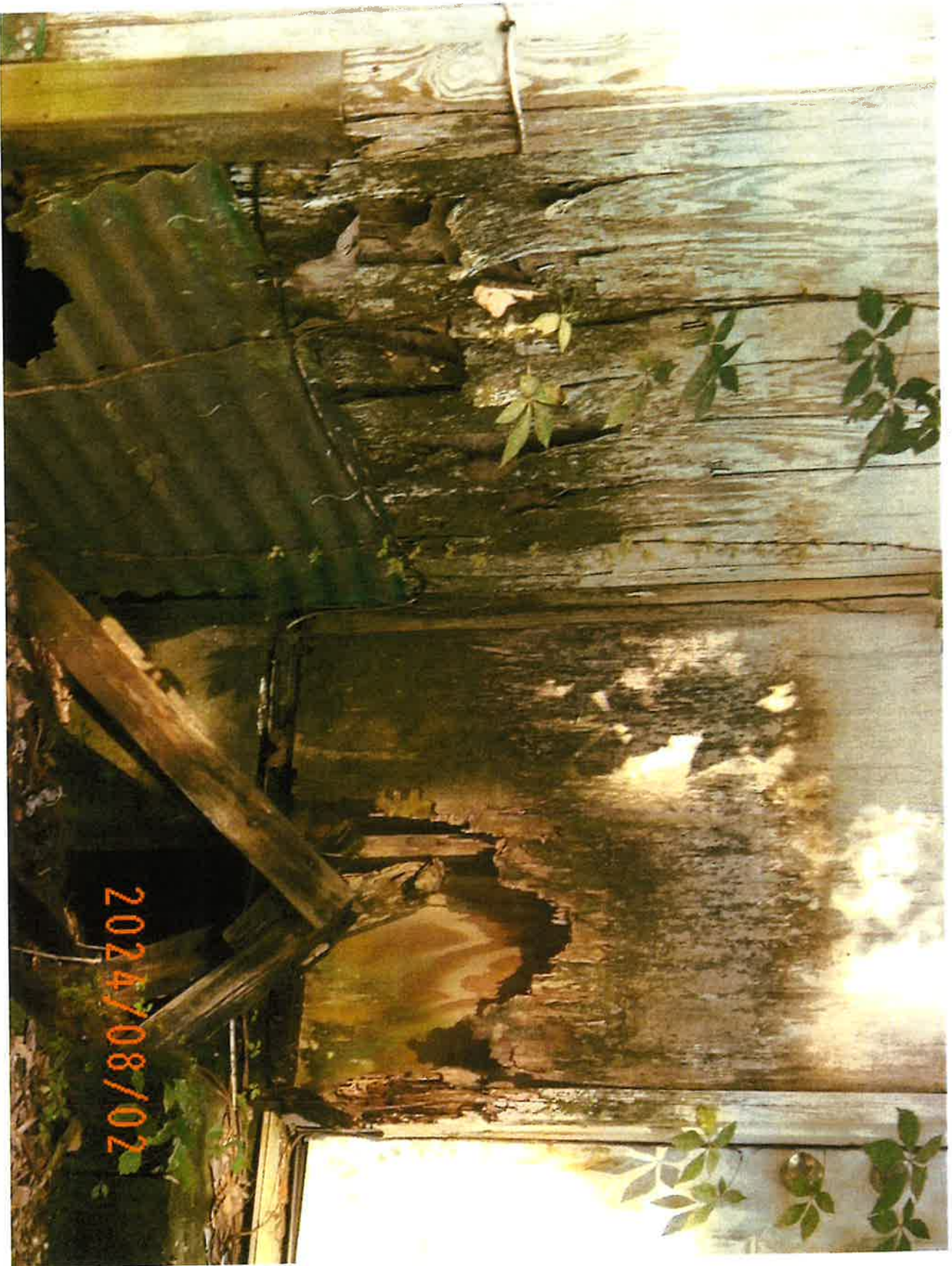
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2079 VICTORY DRIVE W

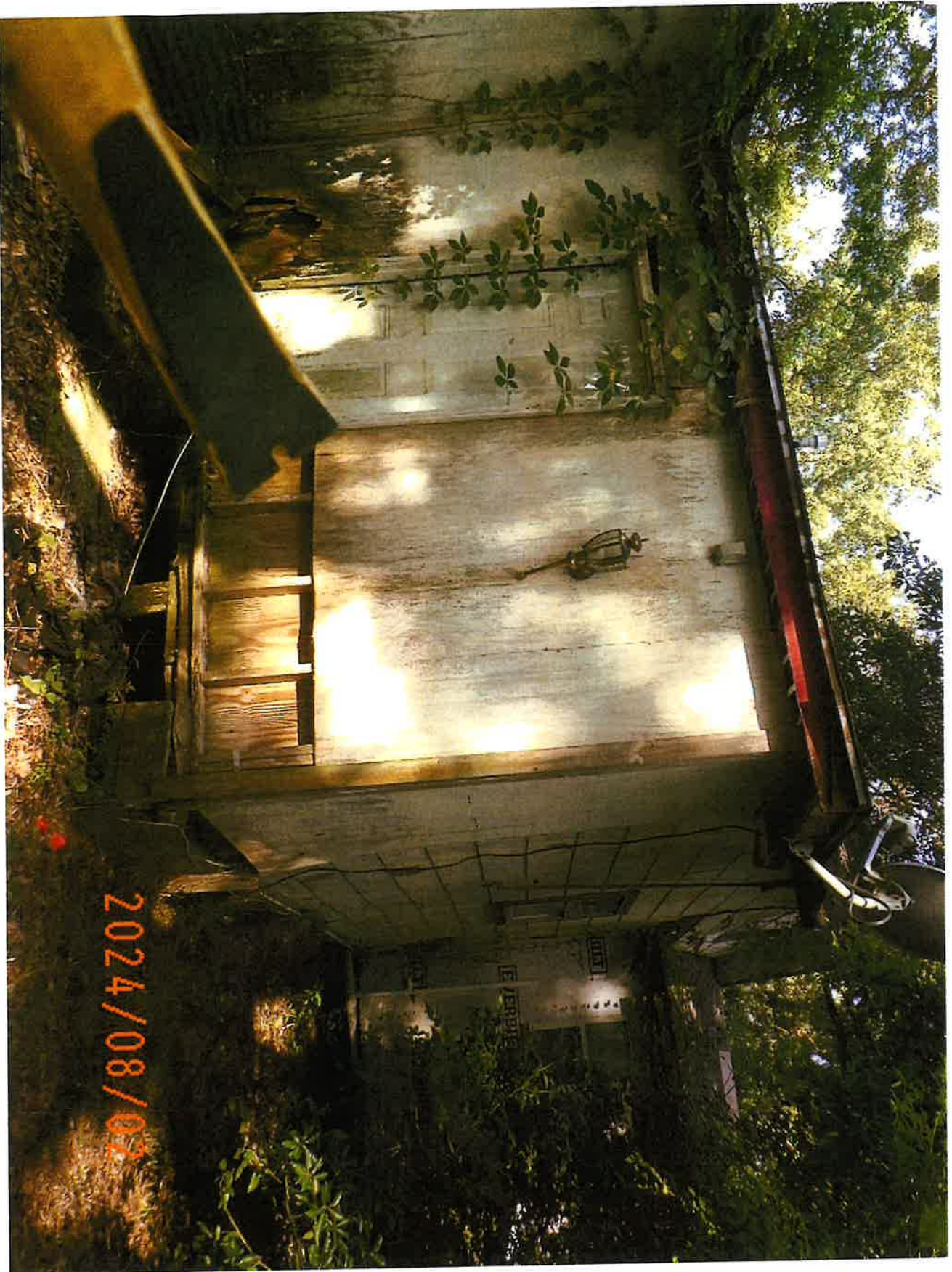
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2079 VICTORY DRIVE W

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2079 VICTORY DRIVE W

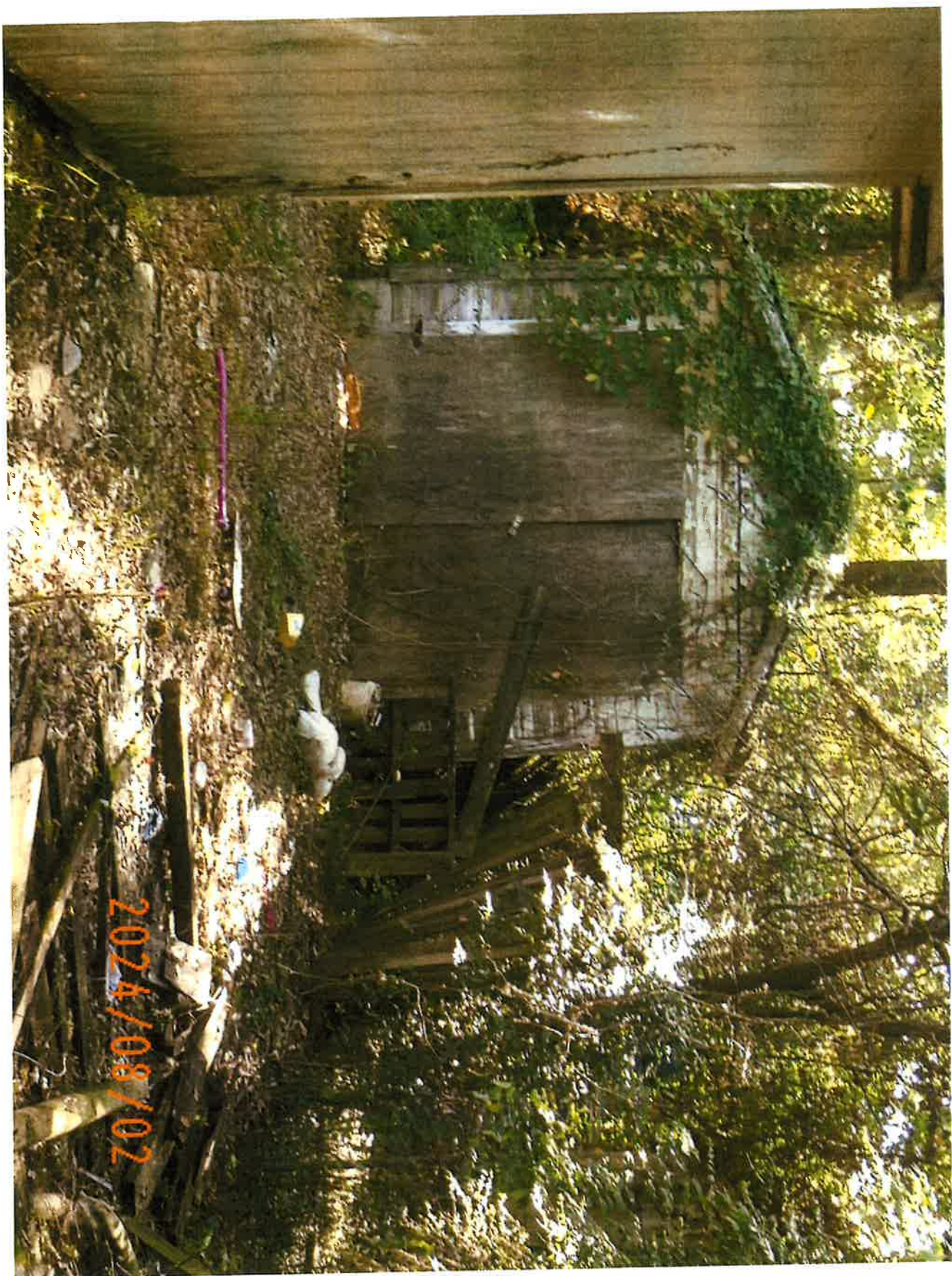
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2079 VICTORY DRIVE W

AGENDA PHOTOS / DW





Affidavit of Mailed Notice



Date: August 13, 2024

State of Alabama
County of Mobile

Subject Property – 2079 Victory Drive W

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **9 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

A blue ink signature of Gary Jackson, written in a cursive style, is positioned above the printed name and title.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 2079 West Victory Drive

Date: May 20, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 16, 2024

Per the Title Report, the owner is: Latreace Barnes Handy

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1 Latreace Barnes Handy
2079 W Victory Dr
Mobile AL 36606-4246

Owner - Subject/location address – LexisNexis
address good 2/2023 – Phone numbers are 251-
222-1059, 251-377-3052 and 251-652-5365 good
2022 and 2023

2 Latreace Barnes Handy
3005 Pickell Dr
Mobile AL 36605-4059

LexisNexis address good 4/2024

3 Latreace Barnes Handy
PO Box 50126
Mobile AL 36605-0126

LexisNexis address good 12/2023

4 Latreace Barnes Handy
PO Box 50136
Mobile AL 36605-0136

LexisNexis address good 12/2023 – Revenue
Commission mailing address good 2015-2024

TAX STATUS: 2022 & 2023 TAXES ARE IN LIEN SALE

5 Ghulam M. Awan
2451 University Hospital Dr
Mobile AL 36617-2300

2022 Tax Lien Holder – Lexis Nexis address good
2/2024 – Phone numbers are 251-689-5410, 251-
689-5410, and 251-408-3509 good 2/2024

6 Ghulam M. Awan
7402 Stone Hedge Dr S
Mobile AL 36695-4570

LexisNexis address good 2/2024

- 7 Ghulam M. Awan LexisNexis address good 1/2024
6102 Aaron Dr S
Mobile AL 36608-5516

Parties with recorded liens per Title Report: NONE

Open Mortgages

- 8 J.E. Hamlin, LLC Vendors Lien Deed 2020045351 recorded
c/o John Edward Hamlin 7/30/2020
14200 South Blvd
Silverhill AL 36576-3312
- 9 John Edward Hamlin LexisNexis address good 9/2023
3120 Clinton St S
Gulfport FL 33707-6030

Lis Pendens: NONE



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **August 6, 2024**

SUBJECT: WEED LIEN GROUP **1659**

Attached, please find Assessment Lists for Weed Lien Group Number **1659** 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):

8/13/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

9/17/2024

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): 8/15/2024

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 8/29/2024

LEGAL NOTICE ADS: 9/4/2024-9/11/2024

POSTING DATE: 9/10/2024

Copy to: Marchetta Taite

		WEED LIEN				
		1659			Res. No.	
8/13/82024		LOTS TO BE DECLARED			58-	
9/17/2024		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	0 Maybrick Rd E Par No. (28 04 17 2 001 074.001)	39002	41364		7	
2	2817 Bank Ave	37725	41365		1	
3	320 Burton Ave	39039	41367		1	
4	0 Ruby St Par No. (29 02 44 0 011 010.XXX)	36177	41368		1	
5	2812 Lecren St	37861	41369		1	
6	257 N Ann St	38640	41370		2	
7	618 Donald St	38578	41371		1	
8	2267 Cedar Point Rd	39352	41372		4	
9	1408 Alabama St	25606	41374		2	
10	0 Belsaw Ave Par No. (29 07 25 0 001 011.XXX)	38412	41376		2	
11	277 Cedar Dr	39027	41377		2	
12	1416 Tampa Dr	38163	41378		3	
13	1102 Anders Dr	38586	41380		7	
14	2016 Hillcrest Rd	38488	41381		6	
15	1353 Barker Dr E	38559	41382		7	
16	6502 Barker Dr N	38516	41383		7	
17	6405 Manor Dr	38279	41384		7	
18	355 Rylands St	37762	41386		2	
19	2063 Kentwood Lane	39921	41388		3	
20	907 Kendrick Dr	39204	41390		7	
21	219 Rylands Ln	39243	41588		2	
District total for this group						
1	5					
2	6					
3	2					
4	1					
5	0					
6	1					
7	6					
	21		0			
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Harry Smith 8/6/24
Marchetta Jante 8-6-24



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk Office
FROM: Gary Jackson, Deputy Director 
DATE: August 5, 2024
SUBJECT: Repeat Weed Lien Invoices G-73

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 73.
Please place these on the City Council's Agenda for August 13, 2024.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528.
Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		REPEAT WEED LIEN						
		CONTRACT NUMBER						
		GROUP 73					Res. No.	
4/15/2024		1st REPEAT WEED LIEN LETTERS SENT					11-058	
8/13/2024		REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
		CONTRACT NUMBER						
			Old SRO	New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO
No.								
1	301 Lauren Dr	2		36410	6/29/2021	2	\$ 375.00	
2	1203 Oak Lane Cir W	1		36412	6/29/2021	2	\$ 740.66	
3	3919 Moffett Ct	7		36413	7/1/2021	2	\$ 550.00	
4	2501 Muriel Ave	2		36414	6/1/2021	3	\$ 930.00	
5	0 Roach St	1		36415	6/1/2021	1	\$ 275.00	
	Par. No. (29 02 44 0 012 197.XXX)							
6	460 Cedar Ave	2		36417	10/5/2021	1	\$ -	N/A
7	1353 Hill St	3		36419	6/29/2021	1	\$ 765.00	
8	1353 Spruce St	2		36421	6/29/2021	1	\$ -	CBD
9	1919 St Stephens Rd	1		36422	8/16/2022	1	\$ 316.00	
10	566 Bates Lane	1		36423	1/17/2023	2	\$ 525.45	
11	2972 Northwest Dr	1		36425	10/25/2022	2	\$ 375.00	
12	705 Petit Ave	1		36426	8/7/2021	1	\$ 50.00	CBO
13	461 Creek Cir Dr W	1		36427	8/1/2023	1	\$ 633.49	
14	625 Petit Ave	1		36428	10/19/2021	2	\$ 50.00	CBO
15	607 Petit Ave	1		36429	11/15/2022	1	\$ 528.34	
16	2005 Tucker St	1		36432	4/25/2023	1	\$ 275.00	
17	765 Donald St	1		36433	6/27/2023	1	\$ 738.15	
18	2309 Bullen St	1		36434	1/17/2023	1	\$ 380.00	
19	2956 Northwest Dr	1		36435	8/29/2023	1	\$ 649.44	
20	1815 St Charles Ave	1		36436	4/25/2023	1	\$ 663.00	
Total							\$ 8,819.53	
District total for this group			Numbers of lots cut					
1	14			1	12			
2	4			2	2			
3	1			3	1			
4	0			4	0			
5	0			5	0			
6	0			6	0			
7	1			7	1			
	20				16			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								

Marchetta Jante



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 5, 2024

Lot Owner: **KINGSIZE ENTERPRISES INC**

Address: **615 HOSANNA RD**

City, State, Zip: **GRIFFIN, GA 30223-5864**

Repeat Group Number: **73** Item # **1**

Lot Description: **LOTS 52 & 53 BLK 4 HARTWELL PLACE MBK 3/315 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 267.XXX) 301 LAUREL DR**

Nuisance Date: **4/5/2024**

Date lot was cut: **8/1/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,250	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia Dean
SECRETARY

Magdalena Darte
INSPECTOR

Gregory F. Smith
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 5, 2024

Lot Owner: **ABCM INC**
C/O GROW SAFETY ASSET LLC

Address: **664 CORONADO HILLS DR**

City, State, Zip: **SAN MARCOS, CA 92078**

Repeat Group Number: **73** Item # **2**

Lot Description: **LOT 9 BLK 2 OAK LANE SUB MBK 9 PG 22 #SEC 12 T4S R2W #MP28 01 12 2 002**
(28 01 12 2 002 074.XXX) 1203 OAK LN CIR W

Nuisance Date: **4/5/2024**

Date lot was cut: **8/1/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		11,253	\$ 0.0125	\$ 140.66
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	50	\$ 7.00	\$ 350.00
Total Project Cost:				\$ 740.66

Shelia Dean
SECRETARY

Marchetta J. J. J.
INSPECTOR

Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 5, 2024

Lot Owner: **RABB DAVEY JR**
 Address: **6804 NORFOLK CT**
 City, State, Zip: **MOBILE, AL 36608-4224**
 Repeat Group Number: **73** Item # **3**

Lot Description: **LOT 26 MANN HGTS MBK 6 P 474 & PT OF LOT 27 OF SD SUB DESC AS FOLL BEG AT NW COR OF LOT 27 TH RUN SWLY ALG DIV LINE OF LOTS 26 & 27 AT A DIS OF 132.19 FT TO SW COR OF SD LOT 27 TH RUN NELY ALG S/L OF SD LOT 27 A DIS OF 35 FT TO A PT TH RUN NLY IN A STRAIGHT LINE TO POB #SEC 12 T4S R2W #MP28 01 12 4 000 (28 01 12 4 000 064.XXX) 3919 MOFFETT CT**

Nuisance Date: **4/5/2024**
 Date lot was cut: **8/1/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,711	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 550.00

Shelia Dean
 SECRETARY
N. Marchetta
 INSPECTOR
Anthony Hayes
 SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 5, 2024

Lot Owner: **JOHNSON LEBARRON**
C/O CORNELIA OWNES

Address: **2905 RALSTON RD**

City, State, Zip: **MOBILE, AL 36606-2354**

Repeat Group Number: **73** Item # **4**

Lot Description: **LOTS 60 & 61 BLK 1 SECOND A DD TO ST STEPHENS HIGHLANDS MBK 4 P 93 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 074.XXX) 2501 MURIEL AVE**

Nuisance Date: **4/5/2024**

Date lot was cut: **8/1/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,801	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	65	\$ 7.00	\$ 455.00
Total Project Cost:				\$ 930.00

Shelia Dean

SECRETARY

Marchetta J. Tate

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 5, 2024

Lot Owner: **PETTEWAY WILLIE & MAGGIE**
C/O TERRI PATTERSON

Address: **634 CEDIRCK LN**

City, State, Zip: **STONE MOUNTAIN, GA 30087**

Repeat Group Number: **73** Item # **5**

Lot Description: **LOT 2 BLK 11 LINCOLN PARK 2 MBK 4 P 284 GRT SEC 44 T4S R1W #SEC 44 T4S R1W
#MP29 02 44 0 012 (29 02 44 0 012 197.XXX)1619 ROACH ST**

Nuisance Date: **4/5/2024**

Date lot was cut: **8/1/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,300	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean
SECRETARY

Margherita Dante
INSPECTOR

Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 5, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
P. O. BOX 327210
Address:
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **73** Item # **7**

Lot Description: **LOT 12 BLK 24 TISDALE SUB OF FISHER TRT DBK 75/26 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 206.XXX) 1353 HILL ST**

Nuisance Date: **4/5/2024**
Date lot was cut: **8/1/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,800	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	70	\$ 7.00	\$ 490.00
Total Project Cost:				\$ 765.00

Shelia Dean
SECRETARY
Marchetta Tice
INSPECTOR
James
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 5, 2024

Lot Owner: **JOHNSON ARTHUR & PEARLIE D**
Address: **507 LABARDOR WAY**
City, State, Zip: **SUISUN CITY, CA 94585**
Repeat Group Number: **73** Item # **9**

Lot Description: **BEGINNING AT THE SOUTHWEST CORNER OF ST STEPHENS ROAD AND ANDREWS STREET THEN RUN SOUTHERLY ALONG THE WEST LINE OF SAID ST STEPHENS ROAD 47 FT THEN SOUTHWESTERLY 200 FT THEN NORTHERLY 31 FT THEN NORTHEASTERLY 200 FT TO THE POINT OF BEGINNING. (29 02 44 0 033 039.XXX) 1919 ST STEPHENS RD**

Nuisance Date: **4/5/2024**
Date lot was cut: **8/1/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,988	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 316.00

Shelia Dean
SECRETARY

Natasha J. Tate
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 5, 2024

Lot Owner: ALABAMA DEPT. OF REVENUE

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: P. O. BOX 327210

City, State, Zip: MONTGOMERY, AL 36132-7210

Repeat Group Number: 73 Item # 10

Lot Description: LOT 1 BATES COURT MBK 9 P 3 31 #SEC 42 T4S R1W #MP29 07 42 0 002 (29 07 42 0 002 195.XXX) 566 BATES LN

Nuisance Date: 4/5/2024

Date lot was cut: 8/1/2024 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		13,636	\$ 0.0125	\$ 170.45
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	15	\$ 7.00	\$ 105.00
Total Project Cost:				\$ 525.45

Shelly D. Tice
SECRETARY

Marichetta Tice
INSPECTOR

Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 5, 2024

Lot Owner: **WHITE SHARON D**
Address: **2972 NOTHWEST DR**
City, State, Zip: **MOBILE, AL 36607**
Repeat Group Number: **73** Item # **11**

Lot Description: **LOT 273 LIBERTY PARK MBK 5 PG 66 #SEC 7 T4S R1W #MP29 03 07 1 000 (29 03 07 1 000 032.XXX) 2972 NORTHWEST DR**

Nuisance Date: **4/5/2024**
Date lot was cut: **8/1/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,500	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 5, 2024

Lot Owner: **BATES JOE C & CECIL**
Address: **P. O. BOX 875318**
City, State, Zip: **LOS ANGELES, CA 90087**
Repeat Group Number: **73** Item # **12**

Lot Description: **LOT 1 BLK 3 RESUB 1ST UNIT GULF HGTS SUB MBK 5 P 633-6 34 #SEC 44 T4S R1W
#MP29 02 44 0 027 (29 02 44 0 027 126.XXX) 705 PETIT AVE**

Nuisance Date: **4/5/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft 16,513		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		0	\$ 100.00	\$ -
Additional Cuts Each		0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 5, 2024

Lot Owner: **CHESTANG DEWEY D & MARY E**
C/O WOODROW HUDSON JR

Address: **6200 ZEIGLER BLVD**

City, State, Zip: **MOBILE, AL 36608**

Repeat Group Number: **73** Item # **13**

Lot Description: **LOTS 1 & 2 BLK C CREEK HILL SUB MBK 4 P 568 #SEC 42 T4S R1W #MP29 07 42 0 003**
(29 07 42 0 003 111.XXX) 461 CREEK CIR DR W

Nuisance Date: **4/5/2024**

Date lot was cut: **8/1/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		10,679	\$ 0.0125	\$ 133.49
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	50	\$ 7.00	\$ 350.00
Total Project Cost:				\$ 633.49

Shelia Dean
SECRETARY

Margaretta Jute
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 5, 2024

Lot Owner: **COOK TARA STRIESAND**
Address: **5216 MARIETTA DR N**
City, State, Zip: **MOBILE, AL 36618**
Repeat Group Number: **73** Item # **14**

Lot Description: **LOT 15 BLK 3 RESUB OF THE RESUB OF THE FIRST UNIT OF GULF HEIGHTS MBK 5 P 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 112.XXX) 625 PETIT AVE**

Nuisance Date: **4/5/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,261	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		0	\$ 100.00	\$ -
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 5, 2024

Lot Owner: TERRY LULA GAMBLE, JOHNNY GAMBLE,
ELLA GAMBLE WILMER, TONY GAMBLE

Address: 2502 PHILPOT AVE

City, State, Zip: SELMA, AL 36703-1939

Repeat Group Number: 73 Item # 15

Lot Description: LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W
#MP29 02 44 0 027 (29 02 44 0 027 103.XXX) 607 PETIT AVE

Nuisance Date: 4/5/2024

Date lot was cut: 8/1/2024 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		16,267	\$ 0.0125	\$ 203.34
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 528.34

Shelia Dean

SECRETARY

Marcella Jacobs

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice August 5, 2024

Lot Owner: **BROWN ANDREW**
Address: **169 W ROBINSON JCT RD**
City, State, Zip: **BUCKATUNNA, MS 39322**
Repeat Group Number: **73** Item # **16**

Lot Description: **LOT 1 BLK D SUNNYMEADE DBK 156 PG 488 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 213.XXX) 2005 TUCKER ST**

Nuisance Date: **4/5/2024**
Date lot was cut: **8/1/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,079	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 5, 2024

Lot Owner: **FOX ANNIE DELORES HAWTHORNE**
Address: **1056 TEXAS ST**
City, State, Zip: **MOBILE, AL 36604**
Repeat Group Number: **73** Item # **17**

Lot Description: **LOTS 2 & 3 BLK D OF SUNNYMEADE SUBDIV DBK 156 N.S. P 488 #SEC 44 T4S R1W
#MP29 02 44 0 023 (29 02 44 0 023 214.XXX) 765 DONALD ST**

Nuisance Date: **4/5/2024**
Date lot was cut: **8/1/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		12,492	\$ 0.0125	\$ 156.15
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		4	\$ 3.00	\$ 12.00
Debris Removal	Cubic Yard	60	\$ 7.00	\$ 420.00
Total Project Cost:				\$ 738.15

Sholia Decu

SECRETARY

Marahetta Smith

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
August 5, 2024

Lot Owner: ALABAMA DEPT. OF REVENUE
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: P. O. BOX 327210
City, State, Zip: MONTGOMERY, AL 36132-7210
Repeat Group Number: 73 Item # 18

Lot Description: LOT 5 BLK 3 SUMMERVILLE PL MBK 3 P 632 #SEC 42 T4S R1W #MP29 07 42 0 002 (29 07 42 0 002 149.XXX) 2309 BULLEN ST

Nuisance Date: 4/5/2024
Date lot was cut: 8/1/2024 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,954	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	15	\$ 7.00	\$ 105.00
Total Project Cost:				\$ 380.00

Shelia Dean

SECRETARY

Maschella Jantz

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 5, 2024

Lot Owner: **CASTER BYRON MARCEL**
Address: **18775 HAYES ST**
City, State, Zip: **MOUNT VERNON, AL 36560**
Repeat Group Number: **73** Item # **19**

Lot Description: **LOT 281 LIBERTY PARK MBK 5 P 66 #SEC 07 T4S R1W #MP29 03 07 1 000 (29 03 07 1 000 026.XXX) 2956 NORTH WEST DR**

Nuisance Date: **4/5/2024**
Date lot was cut: **8/1/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		17,555	\$ 0.0125	\$ 219.44
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	40	\$ 7.00	\$ 280.00
Total Project Cost:				\$ 649.44

Shelia Dean
SECRETARY

Max Chetty Jantz
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

August 5, 2024

Lot Owner: **CAMPBELL MAYNARD**
Address: **2655 CARVER AVE**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **73** Item # **20**

Lot Description: **LOT NO.12 IN STRAUSS FIRST ADD TO TOULMINVILLE DBK 156 P 294 #SEC 44 T4S R1W
#MP29 02 44 0 003 (29 02 44 0 033 088.XXX) 1815 ST CHARLES AVE**

Nuisance Date: **4/5/2024**
Date lot was cut: **8/1/2024** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		10,240	\$ 0.0125	\$ 128.00
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	55	\$ 7.00	\$ 385.00
Total Project Cost:				\$ 663.00

Shelia Dean
SECRETARY

Michelle Daste
INSPECTOR

Anthony Hayes
SUPERVISOR



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Spring Hill College Agreement
2. SH Project Agreement
3. SH_Notice

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 and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Project Agreement by and among Mobile County, the City of Mobile and Spring Hill College, as outlined in the Project Agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said agreement is on file in the office of the City Clerk.

Adopted:

Lisa C. Lambert, City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (“Agreement”) is made and entered into as of [____], 2024 (the “Effective Date”) by and among MOBILE COUNTY, a body politic and political subdivision of the State of Alabama, by and through the Mobile County Commission (the “County”), the CITY OF MOBILE, an Alabama municipal corporation (the “City”), and SPRING HILL COLLEGE, a nonprofit education services provider. The County, the City and Spring Hill College are each a “Party” to this Agreement and are collectively referred to as the “Parties.”

RECITALS

WHEREAS, Spring Hill College has maintained operations in the City and the County since 1830 located at 4000 Dauphin Street, Mobile, Alabama 36608 (the “Campus”) with a total of approximately 1,000 students and 212 employees as of the Effective Date;

WHEREAS, Spring Hill College plans to expand and equip the existing Campus by constructing a 54,000-60,000 square foot Health and Science Innovation Center to house its Nursing, Pre-Med, Health Sciences and Natural Sciences programs (the “Expansion”);

WHEREAS, said Expansion will allow Spring Hill College to expand its Nursing program from forty (40) students to one hundred twenty (120) students;

WHEREAS, Spring Hill College’s nursing program is currently ranked the number one program in the State of Alabama and its graduates experienced a 100% first year pass rate on the NCLEX in 2023;

WHEREAS, the Expansion will also allow Spring Hill College to expand its Pre-Med and Health Sciences programs from one hundred fifty (150) students to two hundred students (200), and Spring Hill College’s Pre-Med graduates have experienced a 100% acceptance rate into medical school as of 2023;

WHEREAS, Spring Hill College is collaborating with local health care providers to incorporate new health care programs that will provide tangible benefits to the local community;

WHEREAS, in consideration of the respective promises and covenants contained herein and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City, the County, and their respective citizens, the City and the County have committed to make available to Spring Hill College certain contributions in the manner and amounts described herein subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions.

AGREEMENT

Capitalized terms utilized herein shall have the meaning ascribed thereto in this Agreement, unless the meanings of such terms have been otherwise specified in a different context.

1. The term of this Agreement is for fiscal years 2024-2026, commencing on the date of execution by the Parties and terminating upon completion of the Project or December 31, 2026, whichever occurs earlier (the “Term”).

The contract amount for any renewal term shall be the amount appropriated to Spring Hill College in the City funds. If the City budget does not include sufficient funding, or if the goals of this Agreement are not being met by Spring Hill College, this Agreement shall terminate as of the first day of the fiscal year in which funding is not provided by the City. The City’s election not to appropriate funds to Spring Hill College shall terminate the Agreement, and the City shall have no further obligations to Spring Hill College.

The contract amount for any renewal term shall be the amount appropriated to Spring Hill College in the County funds. If the County’s budget does not include sufficient funding, or if the goals of this Agreement are not being met by Spring Hill College, this Agreement shall terminate as of the first day of the fiscal year in which funding is not provided by the County. The County’s election not to appropriate funds to Spring Hill College shall terminate the Agreement, and the County shall have no further obligations to Spring Hill College.

2. (a) Subject to the provisions set forth herein, the City pledges to Spring Hill College the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) (the “City Contribution”) to be paid over a three (3) year period at Two Hundred Fifty Thousand Dollars (\$250,000) per year according to the following schedule:

Payment 1:	On or before October 31, 2024:	\$250,000
Payment 2:	On or before June 30, 2025:	\$250,000
Payment 3:	On or before June 30, 2026:	\$250,000

(b) Subject to the provisions set forth herein, the County pledges to Spring Hill College the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) (the “County Contribution”) to be paid over a three (3) year period at Two Hundred Fifty Thousand Dollars (\$250,000) per year according to the following schedule:

Payment 1:	On or before October 31, 2024:	\$250,000
Payment 2:	On or before June 30, 2025:	\$250,000
Payment 3:	On or before June 30, 2026:	\$250,000

3. Spring Hill College acknowledges and agrees that the City and County will receive recognition for all funds accepted as payment to fulfill the Contribution.

4. Spring Hill College agrees to continue its operations in the City and County and to continue its efforts to expand and enhance those operations in the City and County during the term of this Agreement to encourage and facilitate City and/or County students to seek employment, specifically in the healthcare industry for purposes of this Agreement, in the City and/or County following graduation from the Spring Hill College programs that shall benefit from this Agreement.

5. Spring Hill College agrees that it shall be totally responsible for and shall have exclusive control over the management and disbursement of all such monies received from the City and County, and that all monies received under this Agreement shall be used only for the following purpose: construction of the Health and Science Innovation Center which shall provide educational opportunities to students, teachers, and other visitors as set forth above (the "Project").

6. Spring Hill College shall provide a detailed progress report concerning the Project annually to the City and County Finance Departments, which shall include (i) an accounting of how the Contributions were spent and (ii) economic impact calculations, total annual grant funding from all sources, capital infrastructure additions, and workforce development activities regarding the Project. Spring Hill College shall also submit a final progress report concerning the Project to the City's Finance Department at the end of all renewal terms.

7. Spring Hill College agrees to permit at all reasonable times and places an audit of its books and records concerning the Project by the City and/or County's duly authorized representatives.

8. Notwithstanding any of the provisions of this Agreement, it is agreed that the City and County have no financial interest in the business of Spring Hill College, and shall not be liable for any debts or obligations incurred by Spring Hill College, nor shall the City or County be deemed or construed to be a partner, joint venture, or otherwise interested in the assets of Spring Hill College, or sums earned or derived by Spring Hill College, nor shall Spring Hill College at any time or times use the name or credit of the City or County in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever. The Parties further acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.

9. Spring Hill College, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City or County but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City and/or County may from time to time request, to indicate that it is an independent contractor. The City and County do not and will not assume any responsibility for the means by which or manner in which services by Spring Hill College, provided for herein, are performed, but on the contrary, Spring Hill College shall be wholly responsible therefor.

10. Spring Hill College acknowledges that its identity and peculiar capacity to provide the services and fulfill its obligations described hereinabove constitute a material consideration for the City and County having entered into this Agreement. Therefore, Spring Hill College shall not

transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the City and County, which such consent shall be granted or denied solely at the City and County's discretion.

11. Spring Hill College hereby agrees to comply strictly with all ordinances of the City and County, the laws of the State of Alabama and the laws of the United States while performing its obligations under the terms of this Agreement.

12. Spring Hill College agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Spring Hill College, the City or County may, at its option, terminate and cancel this Agreement as set forth herein.

13. Spring Hill College agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, 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.

14. Spring Hill College agrees and understands that the funding of this Agreement is provided from the City funds and the County funds. If, at any time during the City's fiscal year, the City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Similarly, if, at any time during the County's fiscal year, the County's actual revenues decrease below that amount which has been projected by the County to sustain the operating budget of the County, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

15. Notwithstanding any of the other provisions contained in this Agreement, the City and County shall each maintain the right to terminate its respective obligations under this Agreement upon proper notice, which shall be in writing and shall be provided to Spring Hill College at least thirty (30) days prior to the intended date of cancellation.

16. Spring Hill College agrees to indemnify and hold the City and County, their 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 Spring Hill College, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City and/or County are alleged to be liable. In the event that the City and/or County, 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, Spring Hill College hereby agrees to pay all of the City and County'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 of immunity or statutory damages cap otherwise available to Spring Hill College or the City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

17. All notices required by this Agreement or necessary to the furtherance of its purposes shall be sent through the United States Postal Service as registered first class mail, postage prepaid, or by a nationally recognized overnight courier for delivery on the following business day, with a written acknowledgement of receipt available, or by telecopy (with such telecopy to be confirmed promptly in writing sent by mail or overnight courier as aforesaid), as follows:

The City:

City of Mobile
Office of City Clerk
Mobile Government Plaza
9th Floor, South Tower
205 Government Street
Mobile, Alabama 36644

With a copy to:

Honorable William S. Stimpson
Mayor of the City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

With a copy to:

C. Britton Bonner, Esq.
Adams and Reese, LLP
11 N. Water Street, Suite 23200
Mobile, Alabama 36602

The County:

Mr. Eddie Kerr
Interim County Administrator
Mobile County Commission
Post Office Box 1443
Mobile, Alabama 36633

With a copy to:

Jay Ross, Esq.
Adams and Reese, LLP
11 N. Water Street, Suite 23200
Mobile, Alabama 36602

Spring Hill College: Mary Van Brunt
Spring Hill College
4000 Dauphin Street
Mobile, Alabama 36608

With a copy to:
Brian Courtney
Spring Hill College
4000 Dauphin Street
Mobile, Alabama 36608

With a copy to:
James F. Watkins, Esq.
Maynard Nexsen, PC
11 N. Water Street, Suite 24290
Mobile, Alabama 36602

18. This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by duly authorized representatives of each of the Parties.

19. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

20. Spring Hill College agrees that it shall comply with all the applicable requirements of the State of Alabama Immigration Law (Act No. 2011-535, as amended by Act No. 2012-491, Alabama Code (1975) § 31-13.1, *et. seq.*; see § 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by Spring Hill College's documentation of enrollment in the E-Verify Program. By signing this contract, Spring Hill College affirms, for the duration of the agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, if Spring Hill College is found to be in violation of this provision, it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[Remainder of Page Blank – Signature Page to Follow]

*Signature Page for Project Agreement
by and among Spring Hill College, Mobile County, and the City of Mobile*

SPRING HILL COLLEGE

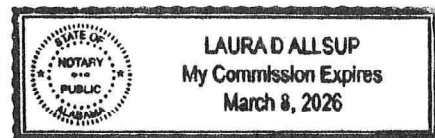
By: Mary H. Van Brunt
Name: Mary H. Van Brunt
Title: President

STATE OF Alabama }
COUNTY OF mobile }

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Mary H. Van Brunt as President of Spring Hill College [____], and whose name 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, executed the same voluntarily and with full authority for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this 27 day of June, 2024.

Laura D Allsup
Notary Public
My Commission Expires: _____



*Signature Page for Project Agreement
by and among Spring Hill College, Mobile County, and the City of Mobile*

ATTEST:

MOBILE COUNTY COMMISSION

Eddie Kerr
Interim County Administrator

Randall Dueitt, Commission President

*Signature Page for Project Agreement
by and among Spring Hill College, Mobile County, and the City of Mobile*

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert
City Clerk

William S. Stimpson, Mayor

<<Run date Wednesday, August 14, 2024>>

LEGAL NOTICE
OF
PUBLIC MEETING OF THE CITY OF MOBILE CITY COUNCIL

Regarding Economic Development Action Under Alabama Constitutional Amendment No. 772

for

SPRING HILL COLLEGE

Notice is hereby given that the City Council (the “City Council”) of the City of Mobile, Alabama (the “City”) will meet in public session at 10:30 a.m. on Tuesday, August 27, 2024, in City Hall in the City for the purpose of consideration of the transaction of any business that may properly come before the City Council; such business to include, but not be limited to, the authorization by the City Council pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, of a resolution (the “Resolution”) authorizing the execution and delivery of a Project Agreement by the City (the “Project Agreement”) to be entered by and among the City, Mobile County, Alabama (“the “County”), and Spring Hill College, as more particularly described hereinbelow. The Project Agreement will be executed and delivered by Spring Hill College to the City and the County.

Spring Hill College intends to expand its existing campus by constructing a 54,000-60,000 square foot Health and Science Innovation Center to house its Nursing, Pre-Med, Health Sciences and Natural Sciences programs (the “Expansion”) located at and/or near 4000 Dauphin Street within the corporate boundaries of the City. It is anticipated that that the Expansion will allow Spring Hill College to expand its Nursing program from forty (40) students to one hundred twenty (120) students. Spring Hill College will be a direct beneficiary of the Project Agreement.

Pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, and the Project Agreement, for the purpose of economic development of the City, the City will make available to Spring Hill College a sum of Seven Hundred Fifty Thousand US Dollars (\$750,000), benefitting Spring Hill College in consideration of Spring Hill College’s development of its Expansion, subject to the fulfillment by Spring Hill College of certain commitments as described in the Project Agreement (the “City Contribution”).

As described in the Project Agreement, the County will also make available to Spring Hill College a sum of Seven Hundred Fifty Thousand US Dollars (\$750,000), benefitting Spring Hill College in consideration of Spring Hill College’s development of its Expansion, subject to the fulfillment by Spring Hill College of certain commitments as described in the Project Agreement (the “County Contribution”). Apart from the City Contribution and the County Contribution, Spring Hill College shall be solely responsible for all expenditures associated with the Expansion.

The Project Agreement will be issued and delivered by the City pursuant to Amendment No. 772 to the Constitution of Alabama of 1901, as amended. The amounts payable by the City under the Project Agreement are payable from all general revenues of the City lawfully available for such purpose. The Project Agreement will be effective as of the date stated in the preamble of the Project Agreement.

The City seeks to achieve, by undertaking its obligations pursuant to the Project Agreement, to promote the local economic development of the City; to increase employment in the field of healthcare in City, and to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the City; and to promote the convenience, order, prosperity, and welfare of its citizens. The increased property values, increased tax revenues, additional economic activity, creation of new jobs, and the other benefits described herein will directly benefit the City and serve a valid and sufficient public purpose. The City proposes to grant public funds to Spring Hill College for the benefit of Spring Hill College.

The City Council expects to determine at its public meeting, or any continuance or holdover thereof, that the grant of funds in connection with the transaction described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Spring Hill College or any other private entity or entities.

All interested persons may examine and review the Project Agreement and all relevant documents pursuant to which the expenditures are to be issued, and make copies thereof at their personal expense, at the offices of the City Clerk of the City in City Hall, Mobile, Alabama, during normal business hours, before and after the meeting of the City Council referenced herein.

Further information concerning the information in this Notice may be obtained from the City Clerk of the City at the offices thereof in City Hall during normal business hours.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
Joel Daves, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve agreement with Spire Gulf for relocation of utilities.

Amount of Contract:

\$0.00

Funding Source

G-STPM7533

ATTACHMENTS:

1. 2018-3005-26 Dauphin Street Improvements (Spire Gulf)

REVIEWERS:

Jessica White
Nicholas Amberger
Randy Threadgill
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, Joel Daves, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed
to execute and attest, respectively, for and on behalf of the City of Mobile, an
agreement, and any necessary amendments thereafter, between Spire Gulf. A
copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Spire Gulf

Project Name: Dauphin Street Improvements from Sage Avenue to west of I-65
at Springhill Memorial Hospital
COM Project No. 2018-3005-26 STPMB-7533(601)

Agreement: Non-Reimbursable Agreement for Relocation of Utility
Facilities on Private or Public Right-of-Way to be Performed
by State Contractor

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER STPMB-7533(601)
CITY NUMBER 2018-3005-26
CITY Mobile, AL

THIS AGREEMENT is entered into by and between the **CITY** of Mobile,
acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and
Spire Gulf, hereinafter
referred to as the **UTILITY**

WITNESSETH

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile
CITY, Alabama, said project being designated as Project No. STPMB-7533(601) and
consisting approximately of the following Dauphin Street Improvements from Sage Avenue to west
of I-65 at Springhill Memorial Hospital
, and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated, and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same, and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense,

NOW, THEREFORE, the parties hereto agree as follows:

- 1 The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
- 2 The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
- 3 The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

- 4 Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto
- 5 The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
- 6 By signing this contract, the **CITY** and **UTILITY** 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.
- 7 Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
- 8 The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
- 9 The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
- 10 The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
- 11 Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 6 day of June, 2024.

WITNESS.



Spire Gulf

(Legal Name of Utility)

BY.


(Signature)Joshua Lesley
(Type or Printed Name)Construction Engineer
(Type or Printed Title)2828 Dauphin St, Mobile AL
(Address)

(Address)

RECOMMENDED FOR APPROVAL.

251-450-4635
(Telephone)

BY.


CITY ENGINEER/ENGINEER-OF-RECORD

BY.

REGION ENGINEER

CITY OF _____

BY

MAYOR

APPROVED.

BY.

STATE LOCAL TRANSPORTATION ENGINEER

DATE _____



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
Joel Daves, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve agreement with Comcast Cable Communications of Alabama for relocation of utilities.

Amount of Contract:

\$0.00

Funding Source

G-STPM7553

ATTACHMENTS:

1. 2018-3005-26 Dauphin Street Improvements (Comcast Cable)

REVIEWERS:

Jessica White
Nicholas Amberger
Randy Threadgill
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, Joel Daves, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed
to execute and attest, respectively, for and on behalf of the City of Mobile, an
agreement, and any necessary amendments thereafter, between Comcast Cable
Communications of Alabama. A copy of said executed contract will be on file in
the office of the City Clerk.

Name of Company: Comcast Cable Communications of Alabama

Project Name: Dauphin Street Improvements from Sage Avenue to west of I-65
at Springhill Memorial Hospital
COM Project No. 2018-3005-26 STPMB-7533(601)

Agreement: Non-Reimbursable Agreement for Relocation of Utility
Facilities on Private or Public Right-of-Way to be Performed
by State Contractor

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER STPMB-7533(601)
CITY NUMBER 2018-3005-26
CITY Mobile, AL

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Comcast Cable Communication of Alabama, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7533(601) and consisting approximately of the following: Dauphin Street Improvements from Sage Avenue to west of I-65 at Springhill Memorial Hospital; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 7TH day of MAY, 2024.

WITNESS:

Donnie Little

BY:

Comcast Cable Communication of Alabama

(Legal Name of Utility)

John Dickerson

(Signature)

John Dickerson

(Type or Printed Name)

Construction Specialist

(Type or Printed Title)

3248 Springhill Ave Mobile, Al 36607

(Address)

(Address)

RECOMMENDED FOR APPROVAL:

(Telephone)

BY:

[Signature]
CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF _____

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
Joel Daves, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve agreement with Telepak Networks, Inc. for relocation of utilities.

Amount of Contract:

\$0.00

Funding Source

G-STPM7553

ATTACHMENTS:

1. 2018-3005-26 Dauphin Street Improvements (Telepak)

REVIEWERS:

Jessica White
Nicholas Amberger
Randy Threadgill
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, Joel Daves, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed
to execute and attest, respectively, for and on behalf of the City of Mobile, an
agreement, and any necessary amendments thereafter, between Telepak
Networks, Inc. A copy of said executed contract will be on file in the office of the
City Clerk.

Name of Company: Telepak Networks, Inc.

Project Name: Dauphin Street Improvements from Sage Avenue to west of I-65
at Springhill Memorial Hospital
COM Project No. 2018-3005-26 STPMB-7533(601)

Agreement: Non-Reimbursable Agreement for Relocation of Utility
Facilities on Private or Public Right-of-Way to be Performed
by State Contractor

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER STPMB-7533(601)
CITY NUMBER 2018-3005-26
CITY Mobile, AL

THIS AGREEMENT is entered into by and between the **CITY** of Mobile,
acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and
Telepak Networks, Inc., hereinafter
referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile
CITY, Alabama, said project being designated as Project No. STPMB-7533(601) and
consisting approximately of the following: Dauphin Street Improvements from Sage Avenue to west
of I-65 at Springhill Memorial Hospital
_____ ; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 29 day of May, 2024.

WITNESS: Telepak Networks, Inc.
(Legal Name of Utility)

Benny Cantu BY: Rick Lee
(Signature)

Rick Lee
(Type or Printed Name)

OSP Design Project Supervisor South AL
(Type or Printed Title)

22649 Canal Road Orange Beach, AL 3656
(Address)

(Address)

256-557-3740
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: [Signature]
CITY ENGINEER/ENGINEER-OF-RECORD

BY: _____
REGION ENGINEER

CITY OF _____

BY: _____
MAYOR

APPROVED:

BY: _____
STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
Joel Daves, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve agreement with AT&T Alabama for relocation of utilities.

Amount of Contract:

\$0.00

Funding Source

G-STPM7553

ATTACHMENTS:

1. 2018-3005-26 Dauphin Street Improvements (AT&T)

REVIEWERS:

Jessica White
Nicholas Amberger
Randy Threadgill
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, Joel Daves, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed
to execute and attest, respectively, for and on behalf of the City of Mobile, an
agreement, and any necessary amendments thereafter, between AT&T Alabama.
A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: AT&T Alabama

Project Name: Dauphin Street Improvements from Sage Avenue to west of I-65
at Springhill Memorial Hospital
COM Project No. 2018-3005-26 STPMB-7533(601)

Agreement: Non-Reimbursable Agreement for Relocation of Utility
Facilities on Private or Public Right-of-Way to be Performed
by State Contractor

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER	STPMB-7533(601)
CITY NUMBER	2018-3005-26
CITY	Mobile, AL

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and AT&T Alabama, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7533(601) and consisting approximately of the following: Dauphin Street Improvements from Sage Avenue to west of I-65 at Springhill Memorial Hospital; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 20th day of JUNE, 20 24

WITNESS:

Scotty L. Lewis

BY:

AT&T Alabama
(Legal Name of Utility)

Roger Michael Smith
(Signature)

Roger Michael Smith
(Type or Printed Name)

MANAGER OSP DESIGN
(Type or Printed Title)

2155 OLD Shell Rd
(Address)

Mobile, AL 36607
(Address)

RECOMMENDED FOR APPROVAL:

251-591-6630
(Telephone)

BY:

[Signature]
CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF _____

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
Joel Daves, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve agreement with Uniti Fiber for relocation of utilities.

Amount of Contract:

\$0.00

Funding Source

G-STPM7553

ATTACHMENTS:

1. 2018-3005-26 Dauphin Street Improvements (Uniti Fiber)

REVIEWERS:

Jessica White
Nicholas Amberger
Randy Threadgill
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, Joel Daves, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed
to execute and attest, respectively, for and on behalf of the City of Mobile, an
agreement, and any necessary amendments thereafter, between Uniti Fiber. A
copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Uniti Fiber

Project Name: Dauphin Street Improvements from Sage Avenue to west of I-65
at Springhill Memorial Hospital
COM Project No. 2018-3005-26 STPMB-7533(601)

Agreement: Non-Reimbursable Agreement for Relocation of Utility
Facilities on Private or Public Right-of-Way to be Performed
by State Contractor

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER	STPMB-7533(601)
CITY NUMBER	2018-3005-26
CITY	Mobile, AL

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Uniti Fiber, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7533(601) and consisting approximately of the following: Dauphin Street Improvements from Sage Avenue to west of I-65 at Springhill Memorial Hospital; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 26 day of June, 2024.

WITNESS:



Uniti Fiber

(Legal Name of Utility)

BY:


(Signature)

Brandon Whigham

(Type or Printed Name)

Project Manager

(Type or Printed Title)

107 St Francis St

(Address)

Mobile AL 36602

(Address)

251-709-7749

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:


CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
Joel Daves, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve agreement with Alabama Power Company for relocation of utilities.

Amount of Contract:

\$0.00

Funding Source

G-STPM7553

ATTACHMENTS:

1. 2018-3005-26 Dauphin Street Improvements (Alabama Power Company)

REVIEWERS:

Jessica White
Nicholas Amberger
Randy Threadgill
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, Joel Daves, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed
to execute and attest, respectively, for and on behalf of the City of Mobile, an
agreement, and any necessary amendments thereafter, between Alabama Power
Company. A copy of said executed contract will be on file in the office of the City
Clerk.

Name of Company: Alabama Power Company

Project Name: Dauphin Street Improvements from Sage Avenue to west of I-65
at Springhill Memorial Hospital
COM Project No. 2018-3005-26 STPMB-7533(601)

Agreement: Non-Reimbursable Agreement for Relocation of Utility
Facilities on Private or Public Right-of-Way to be Performed
by State Contractor

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER STPMB-7533(601)
CITY NUMBER 2018-3005-26
CITY Mobile, AL

THIS AGREEMENT is entered into by and between the **CITY** of Mobile,
acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and
Alabama Power Company, hereinafter
referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile
CITY, Alabama, said project being designated as Project No. STPMB-7533(601) and
consisting approximately of the following: Dauphin Street Improvements from Sage Avenue to west
of I-65 at Springhill Memorial Hospital
_____ ; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 18th day of JULY, 2024.

WITNESS:

Shane Perkins

BY:

Alabama Power Company

(Legal Name of Utility)

Joshua Phillips
(Signature)

Joshua Phillips

(Type or Printed Name)

Transmission Line Services Supervisor

(Type or Printed Title)

600 N 18th Street, BIN# 12S-0782

(Address)

Birmingham, Alabama 35291

(Address)

205-257-4830

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:

CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
Joel Daves, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve agreement with Century Link Communications, LLC for relocation of utilities.

Amount of Contract:

\$0.00

Funding Source

G-STPM7553

ATTACHMENTS:

1. 2018-3005-26 Dauphin Street Improvements (Century Link Communications)

REVIEWERS:

Jessica White
Nicholas Amberger
Randy Threadgill
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, Joel Daves, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed
to execute and attest, respectively, for and on behalf of the City of Mobile, an
agreement, and any necessary amendments thereafter, between Century Link
Communications, LLC. A copy of said executed contract will be on file in the office
of the City Clerk.

Name of Company: Century Link Communications, LLC

Project Name: Dauphin Street Improvements from Sage Avenue to west of I-65
at Springhill Memorial Hospital
COM Project No. 2018-3005-26 STPMB-7533(601)

Agreement: Non-Reimbursable Agreement for Relocation of Utility
Facilities on Private or Public Right-of-Way to be Performed
by State Contractor

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER STPMB-7533(601)
CITY NUMBER 2018-3005-26
CITY Mobile, AL

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Century Link Communications, LLC, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7533(601) and consisting approximately of the following: Dauphin Street Improvements from Sage Avenue to west of I-65 at Springhill Memorial Hospital; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** 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.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 5th day of August, 2024.

WITNESS:

Century Link Communications, LLC

(Legal Name of Utility)

BY:

James Parsons

(Signature)

James Parsons

(Type or Printed Name)

Sr. Network Implementation Program Manager

(Type or Printed Title)

113 Bay View Drive

(Address)

Daphne, AL 36526

(Address)

678.526.3767

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:

Mr. [Signature]

~~CITY ENGINEER/ENGINEER-OF-RECORD~~

BY:

REGION ENGINEER

CITY OF

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 13 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 Musco Sports Lighting LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Musco Sports Lighting LLC for sports lighting for Medal of Honor Park: baseball fields 3&4 and 10 tennis courts.
CIP: MOH Park Lights

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$460,000.00

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: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13364</u>	2024	(3032) ARCHITECTURAL ENGINEERING	SPORTS LIGHTING FOR MEDAL OF HONOR PARK: BASEBALL FIELDS 3 & 4, AND 10 TENNIS COURTS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$460,000.00	(<u>278697</u>) <u>MUSCO SPORTS</u> <u>LIGHTING LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011760-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	Ship To COTTAGE HILL PARK 1711 HILLCREST ROAD MOBILE, AL 36609 Delivery Reference BRENDA PARKER Deliver To COTTAGE HILL PARK 1711 HILLCREST ROAD MOBILE, AL 36609 Delivery Reference BRENDA PARKER
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/24	278697				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

AS PR YOUR QUOTE AND SOURCEWELL CONTRACT # 041123-MSL

CONTRACT GOOD THRU 06-16-2027			
001 BASEBALL/SOFTBALL FIELDS 3 & 4	1.00 JOB	343000.00000	343000.00

1 2000.80.00.0000.0000.0000.0000.48010. E C0789 .CONSTRUCTN.			343000.00
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Ship To
 COTTAGE HILL PARK
 1711 HILLCREST ROAD
 MOBILE, AL 36609
 Delivery Reference
 BRENDA PARKER

Deliver To
 COTTAGE HILL PARK
 1711 HILLCREST ROAD
 MOBILE, AL 36609
 Delivery Reference
 BRENDA PARKER

002 TENNIS (5 SETS OF 2)	1.00 JOB	117000.00000	117000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011760-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	Ship To COTTAGE HILL PARK 1711 HILLCREST ROAD MOBILE, AL 36609 Delivery Reference BRENDA PARKER Deliver To COTTAGE HILL PARK 1711 HILLCREST ROAD MOBILE, AL 36609 Delivery Reference BRENDA PARKER
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/24	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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Additional Description Notes
 SPORTSCLUSTER SYSTEM WITH TOTAL LIGHT CONTROL - TLC FOR LEDTM TECHNOLOGY
 PER YOUR QUOTE DATED 04.08.24
 SOURCEWELL MP#-199030, CONTRACT #041123-MSL, EXPIRES 06.16.27
 FOR QUESTIONS OR CONCERNS CONTACT S. MCINTYRE @ 251.208.7635

1	2000.80.00.0000.0000.0000.0000.48010. E C0789 .CONSTRUCTN.			117000.00
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Ship To
 COTTAGE HILL PARK
 1711 HILLCREST ROAD
 MOBILE, AL 36609
 Delivery Reference
 BRENDA PARKER

Deliver To
 COTTAGE HILL PARK
 1711 HILLCREST ROAD
 MOBILE, AL 36609
 Delivery Reference
 BRENDA PARKER

[Requisition Link](#)

Requisition Total	460000.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0789 .CONSTRUCTN.	460000.00	5642.03

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011760-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
--	---

Page 3

Vendor
 MUSCO SPORTS LIGHTING LLC
 100 1ST AVENUE WEST

Ship To
 COTTAGE HILL PARK
 1711 HILLCREST ROAD

MOBILE, AL 36609

OSKALOOSA, IA 52577

Tel#800-808-6020
 Fax 641-672-4740

Delivery Reference
 BRENDA PARKER

Deliver To
 COTTAGE HILL PARK
 1711 HILLCREST ROAD

MOBILE, AL 36609
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/24	278697				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	460000.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	07/16/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	07/16/24	CASSIE BOATWRIGHT	
Approved	07/30/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	07/30/24	CASSIE BOATWRIGHT	
Approved	07/17/24	BRENDA RHODES	Auto approved by: 9105ma1r
Approved	07/17/24	TIFFANY HOLLINS	Auto approved by: 9105ma1r
Approved	07/17/24	RELYA MALLORY	
Approved	07/30/24	BRENDA RHODES	
Approved	07/30/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/30/24	RELYA MALLORY	Auto approved by: 910511034
Rejected	07/25/24	SANDRA LEWIS	see emailed reason, plus quote
Approved	08/07/24	DONALD ROSE	Auto approved by: 910518227
Approved	08/07/24	SANDRA LEWIS	
Approved	08/07/24	STEVEN KRONINGER	Auto approved by: 910518227
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Approved	08/07/24	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature

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ELECTRICAL SPECIFICATIONS

1. GENERAL ELECTRICAL:

1.1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE ELECTRICAL SYSTEM AS INDICATED WITHIN THESE DRAWINGS. ALL WORK SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES AND WITH MANUFACTURER'S RECOMMENDATIONS.

1.2. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE ARCHITECTURAL, STRUCTURAL, ELECTRICAL AND MECHANICAL DRAWINGS PRIOR TO SUBMITTING HIS BID. THE CONTRACTOR WILL BE REQUIRED TO FURNISH, INSTALL AND CONNECT ALL ITEMS AS INDICATED ON THE DRAWINGS.

1.3. THE ARCHITECT SHALL BE NOTIFIED OF ANY CONFLICTS, OR INTERFERENCES THAT OCCUR BETWEEN INDIVIDUAL DRAWINGS.

1.4. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN A NEAT, FIRST CLASS, WORKMANLIKE MANNER, TO THE APPROVAL OF THE ARCHITECT/ENGINEER AND GOVERNING AUTHORITIES.

1.5. IN ADDITION TO THE MANUFACTURERS STANDARD GUARANTEES, THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS, EQUIPMENT AND WORKMANSHIP AGAINST DEFECTS FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, AND SHALL CORRECT ANY DEFECTS AT NO ADDITIONAL COST TO THE OWNER. ALL LAMPS SHALL BE GUARANTEED FOR 30 DAYS AFTER ACCEPTANCE.

1.6. THE LOADS SHOWN FOR APPLIANCES AND EQUIPMENT ARE BASED ON DESIGN INFORMATION. THE CONTRACTOR SHALL VERIFY ALL APPLIANCE LOADS PRIOR TO RUNNING THE CIRCUIT. THE MINIMUM CIRCUIT REQUIREMENTS SHALL BE BASED ON THE APPLIANCE NAMEPLATE VALUE OR CODE REQUIREMENTS, WHICHEVER IS MORE STRINGENT. ADDITIONAL COMPENSATION SHALL NOT BE ALLOWED FOR APPLIANCE MODIFICATIONS BY THE CONTRACTOR.

1.7. PRIOR APPROVAL: PRIOR APPROVAL SHALL BE REQUIRED FOR ANY MANUFACTURER OTHER THAN THOSE LISTED FOR ALL SPECIFIED ITEMS IN THESE DRAWINGS. SUBMIT ALL REQUESTS FOR PRIOR APPROVAL 2 WEEKS PRIOR TO BID OPENING. ENGINEER'S APPROVAL WILL BE IN THE FORM OF AN ADDENDUM.
2. CODES & STANDARDS:

2.1. INSTALLATION AND MATERIALS SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF THE FOLLOWING CODES & STANDARDS:

2.1.1. NATIONAL ELECTRICAL CODE.

2.1.2. NFPA 72. NATIONAL FIRE PROTECTION CODE.

2.1.3. INTERNATIONAL BUILDING CODE.

2.1.4. INTERNATIONAL ENERGY CONSERVATION CODE.

2.1.5. NFPA 101.

2.1.6. ADA .

2.1.7. ANSI.

2.1.8. NEMA.

2.1.9. OSHA.

2.1.10. UL.

3. ALTERATIONS & ADDITIONS TO EXISTING WORK:

3.1. PROVIDE ALL NECESSARY ADDITIONS AND ALTERATIONS TO EXISTING WORK AS REQUIRED TO PROVIDE AND MAINTAIN A COMPLETE AND PROPER ELECTRICAL INSTALLATION.

3.2. AS NECESSARY, RELOCATE EXISTING ELECTRICAL WORK SO OTHER TRADES CAN PURSUE THEIR WORK.

3.3. MAINTAIN POWER TO EXISTING PORTIONS OF BUILDINGS FED FROM OR THROUGH AREA IN SCOPE OF THIS CONTRACT.

3.4. COORDINATE ALL REQUIRED OUTAGES WITH OWNER.

4. BASIC MATERIALS & METHODS:

4.1. ALL POWER AND DISTRIBUTION CABLING SHALL BE COPPER TYPE THWN/THHN.

4.2. ALL ELECTRICAL EQUIPMENT, DEVICES, ETC. LOCATED OUTDOORS SHALL BE WEATHERPROOF.

4.3. ELECTRICAL CONTRACTOR SHALL PROVIDE ADEQUATE AND PROPER SUPPORT FOR ALL ELECTRICAL OUTLETS, DEVICES, LIGHT FIXTURES, ETC. BUILT IN OR MOUNTED ON CEILINGS. NO OUTLET BOX, DEVICE, LIGHT FIXTURE, ETC. SHALL BE SUPPORTED FROM ANY ACOUSTICAL CEILING TILE OR DRYWALL CEILINGS. PROVIDE METAL SUPPORTS THAT ARE MADE FOR USE WITH CEILING GRID SYSTEMS OR PROVIDE HANGERS FROM STRUCTURE ABOVE.

4.4. CONDUIT ROUTINGS AND DEVICE/EQUIPMENT LOCATIONS SHOWN ARE DIAGRAMMATIC ONLY, CONTRACTOR SHALL FIELD ROUTE AND LOCATE AS REQUIRED. CONDUIT ROUTINGS SHALL BE PARALLEL OR PERPENDICULAR TO BUILDING LINES.

4.5. JUNCTION BOXES LOCATED ABOVE CEILING SHALL BE INSTALLED FACING DOWN AND SHALL BE ACCESSIBLE AFTER INSTALLATION.

4.6. COORDINATE ALL ELECTRICAL WORK WITH OTHER TRADES AND STRUCTURAL COMPONENTS.

4.7. THE CONDUIT MATERIAL SHALL BE AS FOLLOWS:

4.7.1. BELOW GRADE - RNC (POWER & SITE LIGHTING ONLY). ELBOWS >1-1/2" SHALL BE RGS.

4.7.2. RISER FROM 36" BELOW GRADE - RGS.

4.7.3. CONCEALED RISER FROM 36" BELOW GRADE - RNC (POWER ONLY).

4.7.4. ABOVE GRADE SUBJECT TO PHYSICAL ABUSE - RGS.

4.7.5. ABOVE GRADE NOT SUBJECT TO PHYSICAL ABUSE OR WEATHER - EMT.

4.7.6. INDOORS NOT SUBJECT TO PHYSICAL ABUSE - EMT. OR METAL CLAD CABLE (AS ALLOWED BY LOCAL AUTHORITY HAVING JURISDICTION).

4.7.7. FINAL CONDUIT CONNECTIONS TO HEAT PUMPS, AIR HANDLERS, EXHAUST FANS, AND WATER HEATERS SHALL BE LFMC WHETHER INTERIOR OR EXTERIOR.

4.8. CONDUIT FITTINGS SHALL BE AS FOLLOWS:

4.8.1. EMT - <=2" USE STEEL SET SCREW WITH INSULATED THROATS FOR INTERIOR/ USE COMPRESSION FITTINGS WITH INSULATED THROATS FOR EXTERIOR, >2" USE SET-SCREW STEEL WITH INSULATED THROATS.

4.8.2. RGS - THREADED GALVANIZED STEEL.

4.8.3. PVC - PVC APPROVED FOR THE USE.

4.8.4. FMC - ZINC-PLATED STEEL OR CADMIUM-PLATED MALLEABLE IRON SCREW TYPE WITH INSULATED THROAT.

4.8.5. LFMC - CADMIUM-PLATED MALLEABLE IRON OR STEEL COMPRESSION TYPE WITH INSULATED THROAT.

- 4.9. ALL OUTLET BOXES SHALL BE 4"x4"x1-1/2" DEEP MINIMUM.

4.10. ELECTRICAL CONTRACTOR SHALL WORK CLOSELY WITH THE MASONRY CONTRACTOR ON THE INSTALLATION OF ALL ELECTRICAL BOXES, CABINETS, RINGS, ETC. IN MASONRY WALLS. THE BOXES SHALL BE INSTALLED AT THE UNIFORM HEIGHTS CALLED FOR ON THE DRAWINGS AND SPECIFICATIONS. PROVIDE APPROPRIATE DEPTH MASONRY RINGS FOR ALL OUTLETS IN MASONRY WALLS TO INSURE PROPER CUTTING AND FITTING. THE FACE OF THE CABINETS, BOXES, RINGS, ETC. SHALL BE PLUMB AND FLUSH WITH THE FACE OF THE FINISH MATERIAL. ANY CABINET, OUTLET BOX, ETC. NOT MEETING THE ABOVE REQUIREMENT SHALL BE REMOVED AND REINSTALLED AT NO ADDITIONAL COST TO THE OWNER.

4.11. ALL SIDEWALKS AND PARKING LOT ASPHALT AREAS THAT ARE CUT DUE TO NEW ELECTRICAL SERVICES SHALL BE REPAIRED TO MATCH EXISTING.

4.12. ALL DIMENSIONS TO DEVICES AFF SHALL BE TO CENTERLINE UNLESS NOTED OTHERWISE.

4.13. COORDINATE LOCATIONS OF ELECTRICAL EQUIPMENT, DEVICES, OUTLETS, FIXTURES, ETC., WITH ARCHITECTURAL PLANS, ELEVATIONS AND REFLECTED CEILING PLANS PRIOR TO ROUGH-IN WORK.
5. GROUNDING & BONDING:

5.1. PROVIDE AN INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS.

5.2. GROUND RODS SHALL BE 3/4"x20' COPPERCLAD STEEL.

5.3. BELOW GRADE CONNECTIONS SHALL BE EXOTHERMIC TYPE.

5.4. ALL CABLES SHALL BE COPPER, ALL BOLTED CONNECTIONS SHALL BE BRONZE.

5.5. WHERE AVAILABLE, BOND TO BUILDING STRUCTURAL STEEL, BUILDING FOUNDATION STEEL, METAL WATER SERVICE PIPING.

5.6. PROVIDE THREE 20' GROUND RODS IN TRIANGLE ARRANGEMENT ON 20' CENTERS FOR MADE ELECTRODE SYSTEM. THE ELECTRICAL CONTRACTOR SHALL BOND NEW COPPER CLAD GROUND RODS WITH TINNED STRANDED BARE COPPER CONDUCTOR.
6. IDENTIFICATION:

6.1. PROVIDE ENGRAVED 1"x3" PHENOLIC LABELS FOR ALL PANELBOARDS, SAFETY SWITCHES, TRANSFORMERS, CABINETS, ETC.

6.2. PAINT THE RACEWAY SYSTEM COUPLINGS AND BOX COVERS ABOVE CEILINGS FOR THE FOLLOWING SYSTEMS AS FOLLOWS:

6.2.1. 240 VOLT SYSTEMS - BLACK.

6.2.2. 480 VOLT SYSTEMS - BROWN.
7. GENERAL WIRING DEVICES:

7.1. SWITCHES - SPECIFICATION GRADE, 20 AMP, COLOR BY ARCHITECT.

7.2. RECEPTACLES - SPECIFICATION GRADE, 20 AMP, NEMA 5-20R, COLOR BY ARCHITECT.

7.3. COVER PLATES - NYLON, COLOR BY ARCHITECT.

7.4. SPECIAL RECEPTACLES - PER THE DRAWINGS, VERIFY WITH EQUIPMENT BEING SUPPLIED.

7.5. APPROVED MANUFACTURERS - HUBBELL, LEVITON, EAGLE, PASS & SEYMOUR.
8. SAFETY SWITCHES:

8.1. HEAVY DUTY, VISIBLE BLADE, LOCKABLE, QUICK-MAKE/QUICK-BREAK, HORSEPOWER RATED, FUSED WHERE INDICATED.

8.2. PROVIDE WITH GROUND LUG KIT.

8.3. INTERIOR - NEMA 1.

8.4. EXTERIOR - NEMA 3R.

8.5. APPROVED MANUFACTURERS - SQUARE D, GENERAL ELECTRIC, SIEMENS.
9. MOTOR STARTERS:

9.1. MANUAL TYPE SHALL BE TOGGLE WITH THERMAL OVERLOAD.

9.2. MAGNETIC TYPE SHALL HAVE SOLID STATE OVERLOAD RELAY WITH Ø LOSS AND Ø UNBALANCE PROTECTION, HOA SWITCH, RED RUN AND GREEN STOP LED LIGHTS.

9.3. INTERIOR - NEMA 1.

9.4. EXTERIOR - NEMA 3R.

9.5. APPROVED MANUFACTURERS - SQUARE D, GENERAL ELECTRIC, CUTLER-HAMMER, SIEMENS.
10. PANELBOARDS:

10.1. FRONT ACCESSIBLE, BOLT-ON MOLDED CASE C/Bs, COPPER PHASE & NEUTRAL BUSSING, COPPER GROUND BAR, FULLY RATED (SERIES RATING NOT ALLOWED).

10.2. ENCLOSURES SHALL BE DOOR-IN-DOOR CONSTRUCTION.

10.3. INTERIOR - NEMA 1.

10.4. ALL INTERIOR PANELBOARDS ARE TO HAVE FOUR SPARE 3/4" CONDUITS INSTALLED TO AN ACCESSIBLE SPACE FOR FUTURE.

10.5. EXTERIOR - NEMA 3R.

10.6. PROVIDE TYPE-WRITTEN DIRECTORY IN CLEAR SLEEVE ON INSIDE OF DOOR.

10.7. APPROVED MANUFACTURERS - SQUARE D, GENERAL ELECTRIC, SIEMENS.
11. DRY-TYPE TRANSFORMERS <600V:

11.1. 150" RISE.

11.2. COPPER WINDINGS.

11.3. PROVIDE WITH 4" HIGH CONCRETE HOUSEKEEPING PAD.

11.4. GROUND SECONDARY TO NEAREST BUILDING STEEL.

11.5. APPROVED MANUFACTURERS - SQUARE D, GENERAL ELECTRIC, SIEMENS.

SUMMARY OF WORK -
THE SCOPE OF THIS PROJECT CONSISTS OF:

SCOPE OF WORK:
FIELDS C & D

REMOVING AND REPLACING THE EXISTING FIELD LIGHTING FOR SOFTBALL FIELDS "C" AND "D" WITH NEW LED FIXTURES AND CONTROLS. A NEW MAIN PANEL AND A NEW LIGHTING CONTROL PANEL WILL BE INSTALLED ON A NEW GALVANIZED PEDESTAL TO SERVE THE NEW LIGHTING UPGRADES. FIXTURES, POLES, AND CONTROLS ARE PROVIDED BY OWNER AND INSTALLED BY ELECTRICAL CONTRACTOR.

TENNIS CENTER

REMOVING AND REPLACING THE EXISTING TENNIS COURT LIGHTING WITH NEW LED FIXTURES. REMOVING AND REPLACING THE EXISTING TENNIS COURT LIGHTING CONTROLS. THE NEW LIGHTS ARE TO BE RECONNECTED TO THE EXISTING CIRCUITS WITH NEW CONTROLS. EXISTING CIRCUIT (CONDUIT AND CONDUCTORS) IS TO BE REPLACED FROM THE POLE HANDHOLE TO THE NEW LIGHT FIXTURE.

AMPHITHEATER - ADDITIVE ALTERNATE #1

REMOVING AND REPLACING THE EXISTING AMPHITHEATER WALL MOUNTED LIGHTING WITH NEW LED FIXTURES. THE NEW LIGHTS ARE TO BE RECONNECTED TO THE EXISTING CIRCUITS. EXISTING STAGE LIGHTS ARE TO REMAIN, NEW SWITCHES ARE TO BE PROVIDED AND INSTALLED SO END USER HAS LOCAL CONTROL. REMOVING AND REPLACING THE EXISTING GFCI RECEPTACLES WITH NEW DEVICES AND COVERS. NEW CITY STANDARD BOLLARD LIGHTS ARE TO BE PROVIDED AND INSTALLED ALONG THE NEW PATHWAY.

ENTRANCE SIGN

A NEW ENTRANCE SIGN (PROVIDED AS A PART OF THIS CONTRACT - SEE LANDSCAPE ARCHITECTURAL PLANS AND DETAILS FOR MORE INFORMATION). THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL A NEW CIRCUIT TO SERVE THE NEW SIGN.

CONCESSION BUILDING SERVICE RECONFIGURATION

THE CONCESSION BUILDING IS CURRENTLY SERVED FROM THE EXISTING TRANSCLASURE TO BE REMOVED. THE CONCESSION BUILDING IS TO BE RESERVED FROM A NEW BREAKER FROM THE EXISTING RE-PURPOSED 240 VOLT PANEL AND NEW STEP DOWN TRANSFORMER.

No.	REVISIONS	DATE	BY



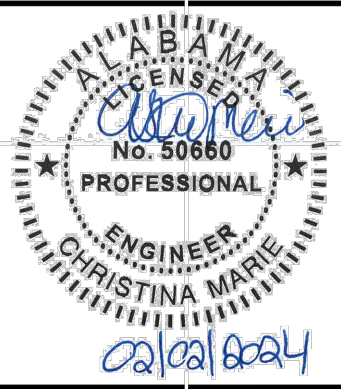
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KHA PROJECT 142920003
DATE FEBRUARY 05, 2024
SCALE AS SHOWN
DESIGNED BY: CM
DRAWN BY: CM
CHECKED BY: AWM

MEDAL OF HONOR PARK SITE
AND LIGHTING IMPROVEMENTS
PREPARED FOR
CITY OF MOBILE

CITY OF MOBILE

ALABAMA



ELECTRICAL SPECIFICATIONS

SHEET NUMBER

E1.0

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ELECTRICAL LEGEND

MISCELLANEOUS EQUIPMENT:

⊕ ELECTRICAL CONNECTION TO EQUIPMENT. VERIFY LOCATION WITH EQUIPMENT PROVIDER.

LIGHTING CONTROL EQUIPMENT:

⏻ PROGRAMMABLE LIGHTING CONTROL PANEL. SEE DETAIL.

DISTRIBUTION & POWER EQUIPMENT:

⏻ PANELBOARD. MOUNT AS INDICATED. SEE PANELBOARD SCHEDULES.

⏻ DISTRIBUTION PANELBOARD. MOUNT AS INDICATED. SEE PANELBOARD SCHEDULES.

⏻ NEC 110.26(A) WORKING CLEARANCE.

⏻ NON-FUSED HEAVY DUTY SAFETY SWITCH. SIZE FOR LOAD BEING SERVED.

⏻ FUSED HEAVY DUTY SAFETY SWITCH. SIZE FOR LOAD BEING SERVED.

⏻ FLOOR MOUNTED TRANSFORMER WITH CONCRETE HOUSEKEEPING PAD. SEE TRANSFORMER SCHEDULE FOR SIZE AND TYPE.

SITE EQUIPMENT:

⏻ HANDHOLE. SEE DETAIL.

⏻ MANHOLE. SEE DETAIL.

⏻ PAD-MOUNTED TRANSFORMER.

GENERAL ELECTRICAL DEVICES:

⏻ SINGLE POLE LIGHTING SWITCH. MOUNT 48" TO TOP OF BOX AFF UNLESS NOTED OTHERWISE. SUBSCRIPT INDICATES AS FOLLOWS:

⏻ DEVICE WITH DIECAST WEATHERPROOF BACKBOX & DIECAST WEATHERPROOF COVERPLATE.

⏻ DUPLEX RECEPTACLE NEMA 5-20R. MOUNT 18" AFF UNLESS NOTED OTHERWISE. VERIFY DUPLEX MOUNTING REQUIREMENTS WITH ARCHITECTURAL DRAWINGS PRIOR TO ROUGH-IN. SUBSCRIPT INDICATES AS FOLLOWS:

⏻ G - GROUND FAULT CIRCUIT INTERRUPTER (GFI) TYPE.

⏻ WP - GFI DEVICE WITH DIECAST WEATHERPROOF BACKBOX & DIECAST WEATHERPROOF (IN-USE) COVERPLATE. IN EXTERIOR LOCATIONS MOUNT 30" AFG. WEATHERPROOF OUTLET BOX HOODS ARE TO BE LISTED AND IDENTIFIED AS "EXTRA-DUTY".

OTHER:

⏻ CIRCUIT RUN CONCEALED ABOVE CEILING OR IN WALL.

⏻ CIRCUIT RUN CONCEALED IN OR BELOW FLOOR SLAB OR UNDERGROUND.

⏻ HOMERUN TO PANELBOARD. ANY CIRCUIT WITHOUT FURTHER DESIGNATION SHALL BE 2#12, #12G, 3/4" C. TICK MARKS INDICATE # OF CONDUCTORS (EGC NOT SHOWN). MINIMUM SIZE ON 120V HOMERUNS GREATER THAN 50 FEET SHALL BE #10 AWG. MINIMUM SIZE ON 120V HOMERUNS GREATER THAN 100 FEET SHALL BE #8 AWG. MINIMUM SIZE ON 120V HOMERUNS GREATER THAN 160 FEET SHALL BE #6 AWG. MINIMUM SIZE ON 277V HOMERUNS GREATER THAN 100 FEET SHALL BE #10 AWG. INCREASE CONDUIT SIZE AS REQUIRED PER NEC. UNDERLINED TEXT INDICATES CIRCUIT DESIGNATION.

⏻ LOW VOLTAGE CABLE AS SPECIFIED BY THE MANUFACTURER.

⏻ (F2L) LIGHT FIXTURE IDENTIFICATION TAG. SEE LIGHT FIXTURE SCHEDULE FOR SYMBOLS & DETAILS.

⏻ (1) SHEET NOTE TAG.

⏻ (4LP1) PANELBOARD, SWITCHBOARD, TRANSFORMER & ELECTRICAL EQUIPMENT IDENTIFICATION TAG.

⏻ LEADERS.

UNDERGROUND CONDUIT SYSTEM LEGEND

⏻ STLT SITE LIGHTING

⏻ P POWER

LIGHTING FIXTURES:

SEE LIGHTING FIXTURE SCHEDULE FOR SYMBOLS AND DESCRIPTIONS. THE FIXTURE MARK IN AN ENCLOSED SPACE WITH SIMILAR FIXTURES WILL APPLY TO ALL FIXTURES IN THE SPACE.

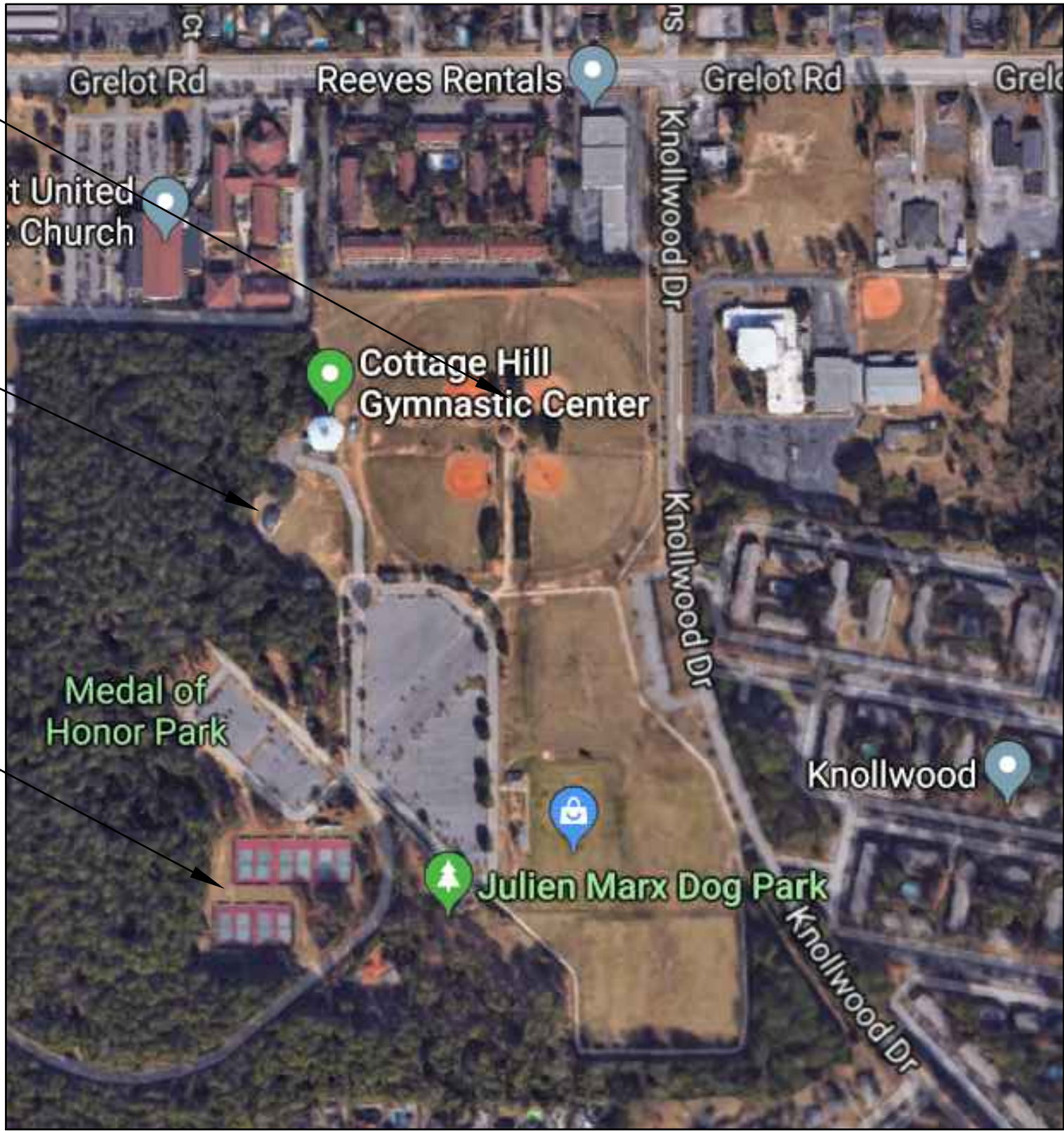
ABBREVIATIONS

A	AMPS	MCM	THOUSAND CIRCULAR MILS
AC	ABOVE COUNTER	MH	MANHOLE
AF	AMP FRAME	MIN	MINIMUM
AFF	ABOVE FINISHED FLOOR	MISC	MISCELLANEOUS
AFG	ABOVE FINISHED GRADE	MLO	MAIN LUGS ONLY
AHU	AIR HANDLING UNIT	MNT	MOUNTING HEIGHT
AL	ALUMINUM	MTG	MOUNTING
ARCH	ARCHITECT OR ARCHITECTURAL	MTS	MANUAL TRANSFER SWITCH
AT	AMP TRIP	MV	MEDIUM VOLTAGE
ATS	AUTOMATIC TRANSFER SWITCH	N1	NEMA 1
ATU	AIR TERMINAL UNIT	N3R	NEMA 3R
AWG	AMERICAN WIRE GAUGE	N/A	NOT APPLICABLE
BAS	BUILDING AUTOMATION SYSTEM	NA	NOT APPLICABLE
BFG	BELOW FINISHED GRADE	NEC	NATIONAL ELECTRICAL CODE
BJ	BONDING JUMPER	NESC	NATIONAL ELECTRICAL SAFETY CODE
BKR	CIRCUIT BREAKER	NEU	NEUTRAL
BLDG	BUILDING	OCPD	OVERCURRENT PROTECTION DEVICE
BOD	BASIS OF DESIGN	OFOI	OWNER FURNISHED OWNER INSTALLED
C	CONDUIT	OFCl	OWNER FURNISHED CONTRACTOR INSTALLED
C/B	CIRCUIT BREAKER	OH	OVERHEAD
CL	CURRENT LIMITING	OHE	OVERHEAD ELECTRIC
C/L	CENTERLINE	OHP	OVERHEAD PRIMARY
CLG	CEILING	OHS	OVERHEAD SECONDARY
CKT	CIRCUIT	PBD	PANELBOARD
CT	CURRENT TRANSFORMER	PF	POWER FACTOR
CJ	COPPER	PNL	PANELBOARD
DDC	DIRECT DIGITAL CONTROL	PT	POTENTIAL TRANSFORMER
DEMO	DEMOLISH	PWR	POWER
EC	ELECTRICAL CONTRACTOR	REC	RECEPTACLE
EGC	EQUIPMENT GROUNDING CONDUCTOR	REQD	REQUIRED
ELEC	ELECTRICAL	RM	ROOM
EMGB	ELECTRICAL MAIN GROUNDING BUSBAR	RGS	RIGID GALVANIZED STEEL CONDUIT
EF	EXHAUST FAN	RNC	RIGID NON-METALLIC CONDUIT
EX	EXISTING TO REMAIN	RVSS	REDUCED VOLTAGE SOLID STATE
EXT	EXTERIOR	SA	SURGE ARRESTER
EWC	ELECTRIC WATER COOLER	SCA	SHORT CIRCUIT AMPS
EMT	ELECTRICAL METALLIC TUBING	SF	SUPPLY FAN
EQUIP	EQUIPMENT	SPEC	SPECIFICATION
FMC	FLEXIBLE METAL CONDUIT	SWBD	SWITCHBOARD
FACP	FIRE ALARM SYSTEM CONTROL PANEL	SWGR	SWITCHGEAR
FU	FUSE	TBB	TELECOMMUNICATIONS BONDING BACKBONE
F/A	FIRE ALARM	TR	TELECOMMUNICATIONS ROOM
FLA	FULL LOAD AMPS	TGB	TELECOMMUNICATIONS GROUNDING BUSBAR
FLR	FLOOR	TMGB	TELECOMMUNICATIONS MAIN GROUNDING BUSBAR
FVNR	FULL VOLTAGE NON-REVERSING	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
GFI	GROUND FAULT INTERRUPTER	TYP	TYPICAL
G	GROUND (OR GFI FOR RECEPTACLE SUBSCRIPT)	UFR	UNDERFLOOR RACEWAY
GC	GENERAL CONTRACTOR	UG	UNDERGROUND
GND	GROUND	UGE	UNDERGROUND ELECTRIC
GEC	GROUNDING ELECTRODE CONDUCTOR	UGP	UNDERGROUND PRIMARY
HH	HANDHOLE	UGS	UNDERGROUND SECONDARY
HOA	HAND-OFF-AUTOMATIC	UL	UNDERWRITERS' LABORATORIES
HP	HEAT PUMP OR HORSEPOWER	UNO	UNLESS NOTED OTHERWISE
HVAC	HEATING, VENTILATION & AIR-CONDITIONING	UPS	UNINTERRUPTIBLE POWER SUPPLY
IG	ISOLATED GROUND	V	VOLT
IMC	INTERMEDIATE METAL CONDUIT	VA	VOLT-AMPERES
JB	JUNCTION BOX	VAR	VOLT-AMPERES REACTIVE
k	KILO	VAV	VARIABLE AIR VOLUME UNIT
KAIC	KILO-AMPERE INTERRUPTING CAPABILITY	W	WATTS
KCMIL	THOUSAND CIRCULAR MILS	WAO	WORK AREA OUTLET
LCP	LIGHTING CONTROL PANEL	WP	WEATHERPROOF
LTG	LIGHTING	WSR	WITHSTAND RATING
LFMC	LIQUID TIGHT FLEXIBLE METAL CONDUIT	XFMR	TRANSFORMER
LV	LOW VOLTAGE	XP	EXPLOSION PROOF
MAX	MAXIMUM	ϕ	PHASE
MCA	MINIMUM CIRCUIT AMPACITY	72°	DEGREES
MCC	MOTOR CONTROL CENTER	Δ	DELTA
MCE	MAIN COMMUNICATIONS EQUIPMENT ROOM	Ω	OHMS

SOFTBALL COMPLEX

ADDITIVE ALTERNATE #1 -
AMPHITHEATER

TENNIS COURTS



DRAWING #	DRAWING DESCRIPTION:
E1.0	ELECTRICAL SPECIFICATIONS
E1.1	ELECTRICAL LEGEND
E2.0	EXISTING OVERALL PLAN
E2.1	EXISTING SOFTBALL FIELD LAYOUT
E2.2	EXISTING TENNIS COURT LAYOUT
E2.3	ADDITIVE ALTERNATE #1 - EXISTING AMPHITHEATER LAYOUT
E3.0	NEW WORK OVERALL PLAN
E3.1	NEW WORK SOFTBALL FIELD LAYOUT
E3.2	NEW WORK TENNIS COURT LAYOUT
E3.3	ADDITIVE ALTERNATE #1 - NEW WORK AMPHITHEATER LAYOUT
E4.0	ELECTRICAL DETAILS
E4.1	ELECTRICAL SCHEDULES
E4.2	ELECTRICAL RISERS
E4.3	ADDITIVE ALTERNATE #1 - AMPHITHEATER SCHEDULES & DETAILS

No.	REVISIONS	DATE	BY

Kimley»Horn

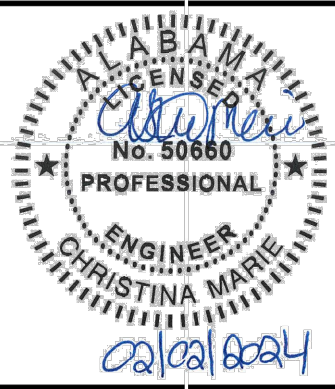
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KHA PROJECT 142920003
DATE FEBRUARY 05, 2024
SCALE AS SHOWN
DESIGNED BY: CM
DRAWN BY: CM
CHECKED BY: AWM

MEDAL OF HONOR PARK SITE
AND LIGHTING IMPROVEMENTS
PREPARED FOR
CITY OF MOBILE

CITY OF MOBILE

ALABAMA



ELECTRICAL LEGEND
AND ABBREVIATIONS

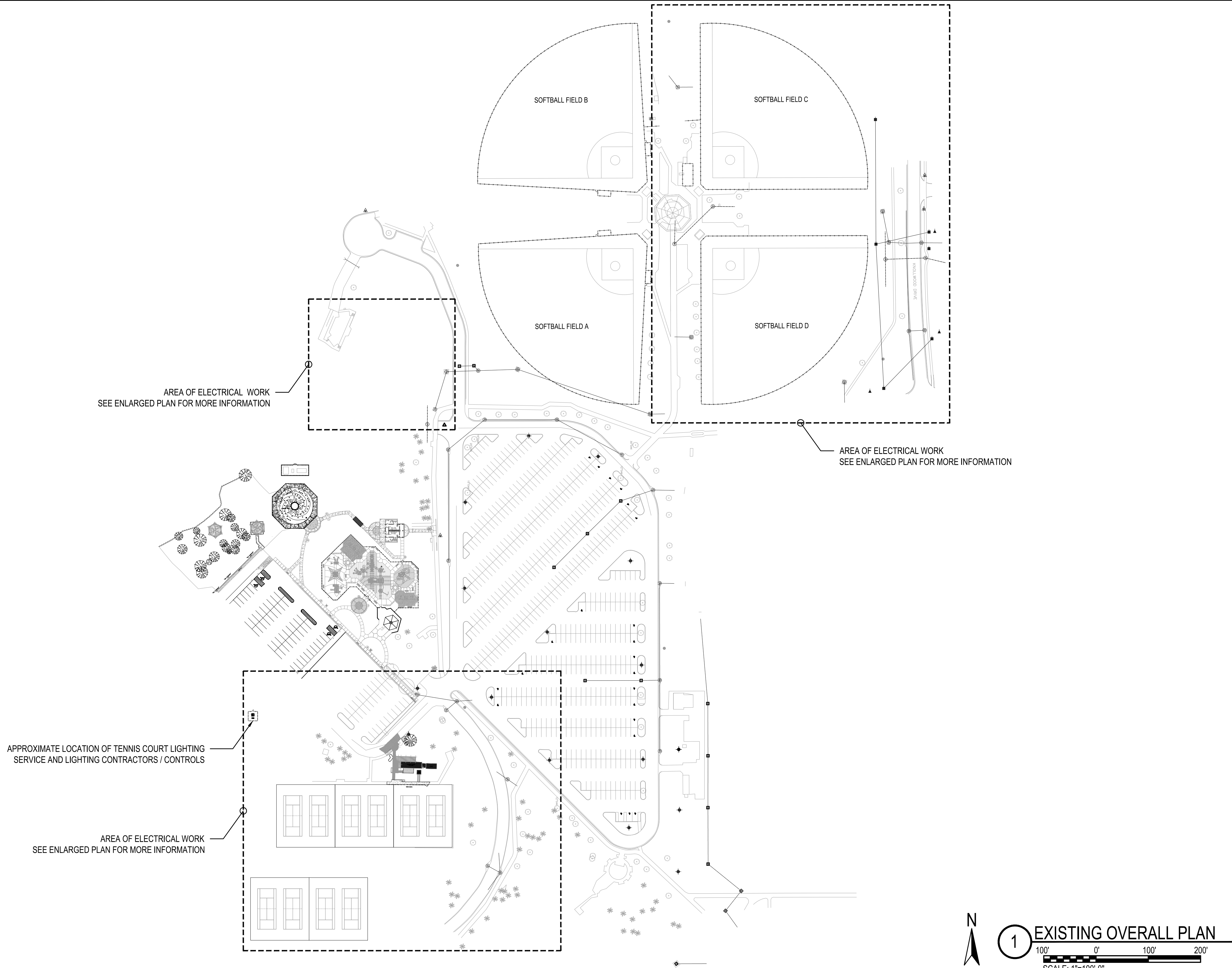
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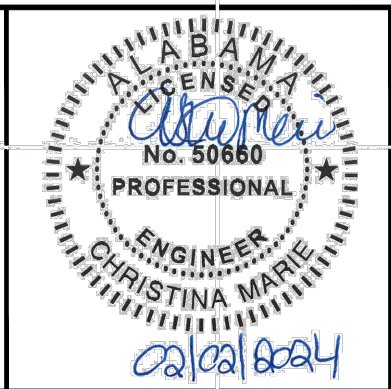
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KHA PROJECT
142920003
DATE
FEBRUARY 05, 2024
SCALE AS SHOWN
DESIGNED BY: CM
DRAWN BY: CM
CHECKED BY: AWM

MEDAL OF HONOR PARK SITE
AND LIGHTING IMPROVEMENTS
PREPARED FOR
CITY OF MOBILE

CITY OF MOBILE

ALABAMA

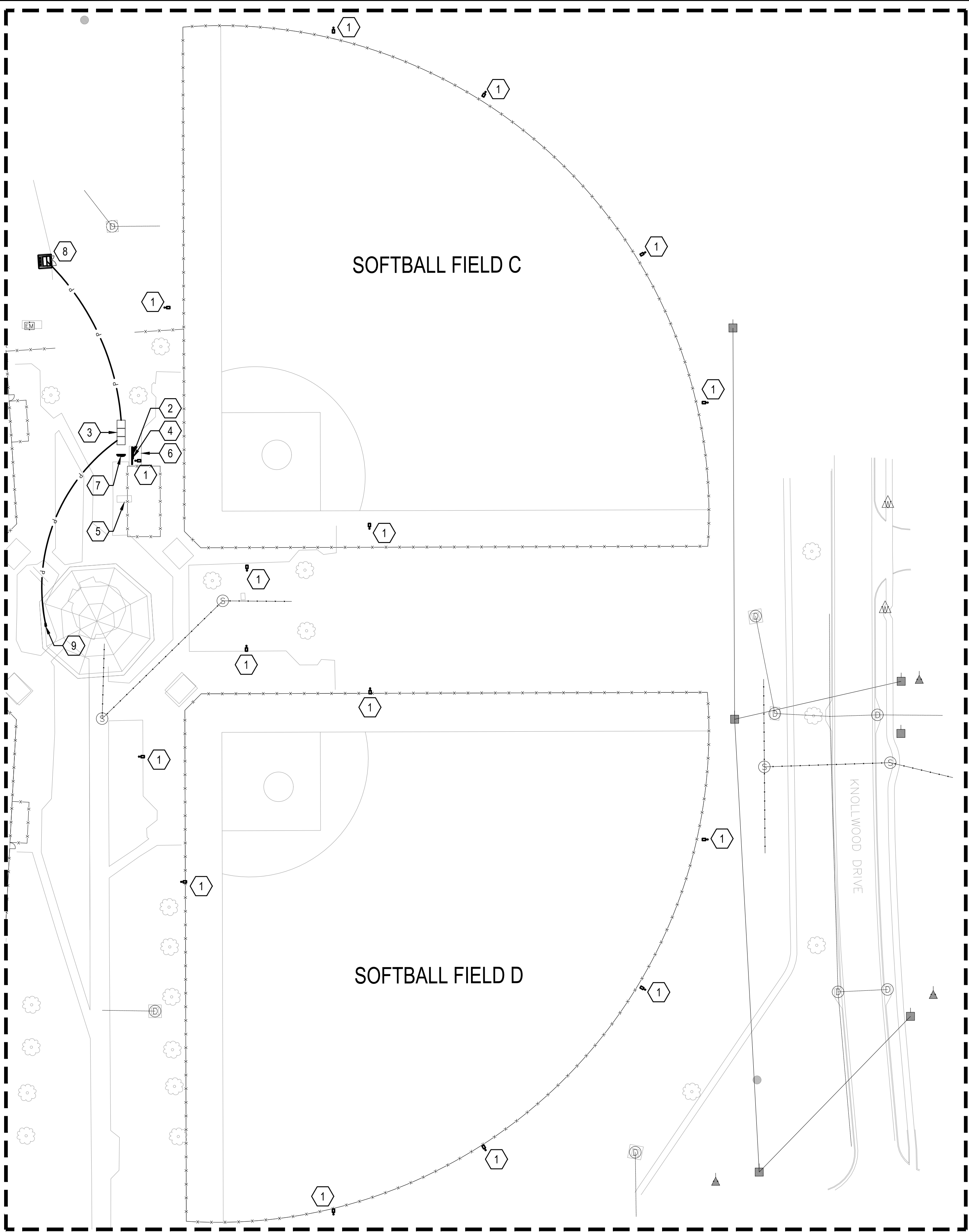


EXISTING OVERALL PLAN

SHEET NUMBER

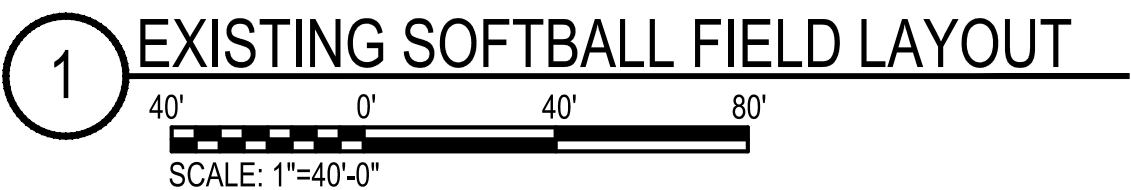
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SHEET NOTES

- 1 APPROXIMATE LOCATION OF THE EXISTING FIELD LIGHTING TO BE REMOVED AND REPLACED NEW PER THE NEW WORK LIGHTING PLAN. THE ELECTRICAL CONTRACTOR SHALL COMPLETELY REMOVE THE POLE, FIXTURE AND ALL ASSOCIATED CONDUIT, CONDUCTORS, ETC. THE POLE SHALL BE REMOVED TO AT LEAST 2' BELOW FINISHED GRADE AND BACK FILLED / TAMPED TO GRADE LEVEL.
- 2 APPROXIMATE LOCATION OF THE EXISTING SERVICE FEEDING FIELDS "C" AND "D" TO BE MODIFIED PER NEW WORK PLANS.
- 3 APPROXIMATE LOCATION OF THE EXISTING ALABAMA POWER COMPANY TRANSCLOSURE TO BE REMOVED.
- 4 APPROXIMATE LOCATION OF THE EXISTING LIGHTING CONTACTORS FOR FIELDS "C" AND "D" TO BE REMOVED AND REPLACED NEW PER NEW WORK PLANS.
- 5 APPROXIMATE LOCATION OF EXISTING WELL (BEING REMOVED AS A PART OF THIS CONTRACT - REFERENCE CIVL PLANS FOR MORE INFORMATION). THE ELECTRICAL CONTRACTOR SHALL DISCONNECT AND REMOVE ALL ABANDONED ELECTRICAL EQUIPMENT AND ASSOCIATED WIRE, CONDUCTORS, ETC. RELATED TO THE WELL. FIELD COORDINATE WELL WITH OWNER PRIOR TO BEGINNING ANY WORK.
- 6 APPROXIMATE LOCATION OF EXISTING ELECTRICAL EQUIPMENT (ALABAMA POWER COMPANY METERS) AND ASSOCIATED CONCRETE PAD TO BE REMOVED AND REPLACED NEW PER NEW WORK PLANS. ALL WORK IS TO BE COORDINATED WITH ALABAMA POWER COMPANY AS REQUIRED.
- 7 APPROXIMATE LOCATION OF EXISTING ELECTRICAL EQUIPMENT TO BE COMPLETELY REMOVED. EXISTING CIRCUITS TO REMAIN SHALL BE RE-FED FROM EXISTING PANEL PER NEW WORK PLANS.
- 8 APPROXIMATE LOCATION OF EXISTING ALABAMA POWER COMPANY TRANSFORMER TO REMAIN - SEE NEW WORK PLANS FOR MORE INFORMATION.
- 9 APPROXIMATE LOCATION OF EXISTING CONCESSION BUILDING MAIN SERVICE PANEL. THE CONCESSION BUILDING IS CURRENTLY SERVED FROM THE EXISTING TRANSCLOSURE TO BE REMOVED. THE EXISTING FEEDER SERVING THE EXISTING CONCESSION BUILDING IS TO BE REMOVED AND REPLACED NEW.



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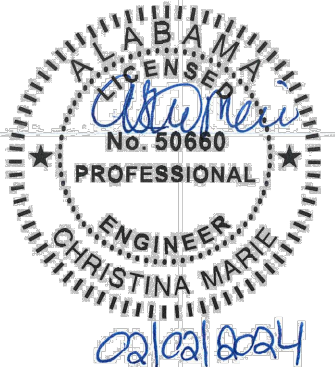
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MEDAL OF HONOR PARK SITE
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CITY OF MOBILE

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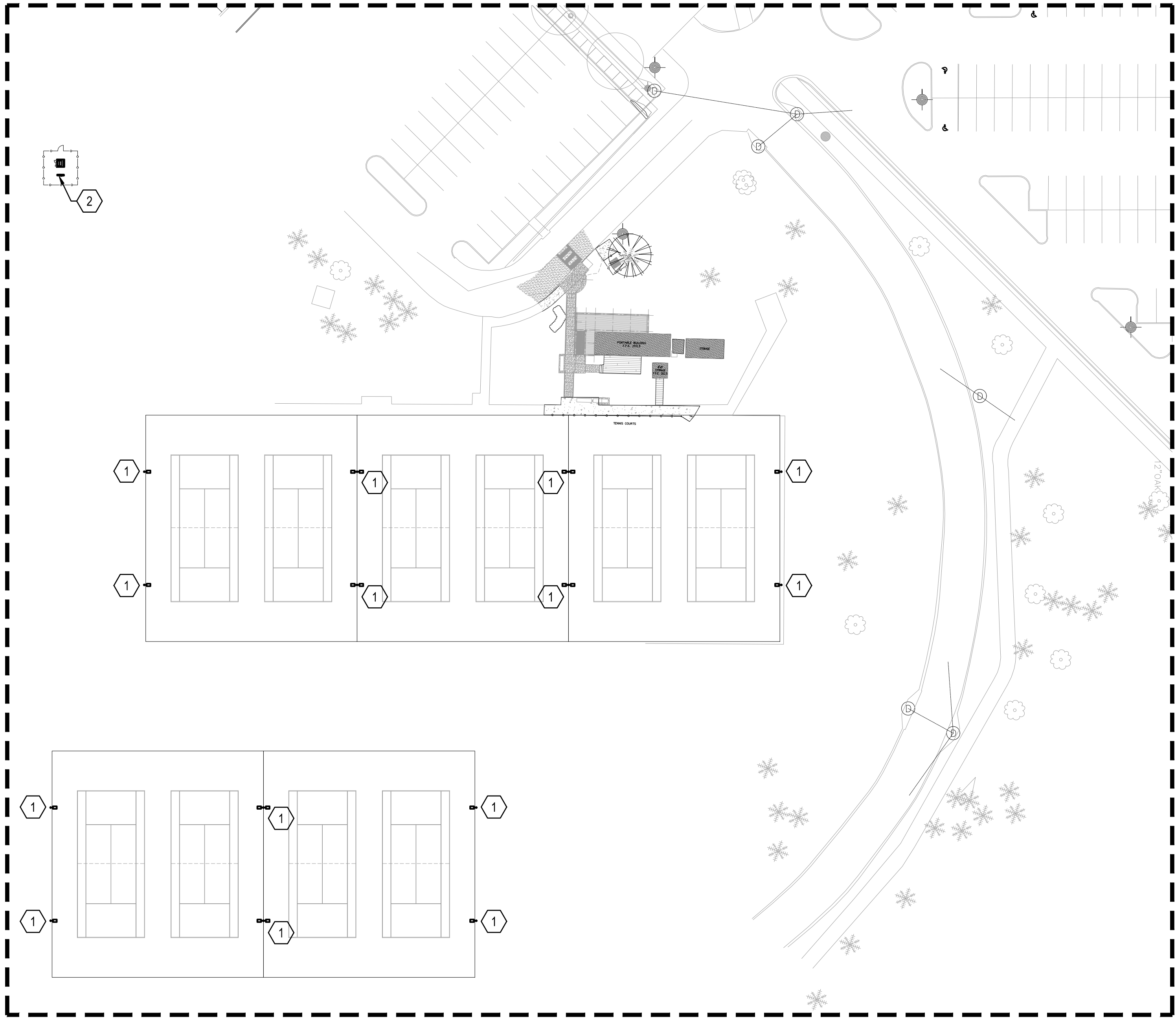


EXISTING SOFTBALL FIELD LAYOUT

SHEET NUMBER

E2.1

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SHEET NOTES

- 1 APPROXIMATE LOCATION OF THE EXISTING TENNIS COURT LIGHTING AND MOUNTING HARDWARE IS TO BE REMOVED AND REPLACED NEW PER NEW WORK PLANS. THE EXISTING LIGHT POLE IS EXISTING TO BE REUSED FOR NEW WORK. EXISTING CIRCUIT (CONDUIT AND CONDUCTORS) IS TO BE REPLACED FROM THE NEAREST HANDHOLE TO THE NEW LIGHT FIXTURE.
- 2 APPROXIMATE LOCATION OF EXISTING TENNIS COURT LIGHTING CONTROLS TO BE REMOVED AND REPLACED NEW PER NEW WORK PLANS.



1 EXISTING TENNIS COURT LAYOUT

40' 0' 40' 80'

SCALE: 1"=40'-0"



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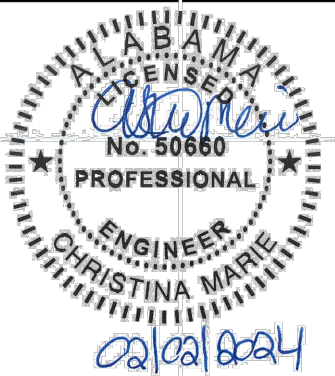
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MEDAL OF HONOR PARK SITE
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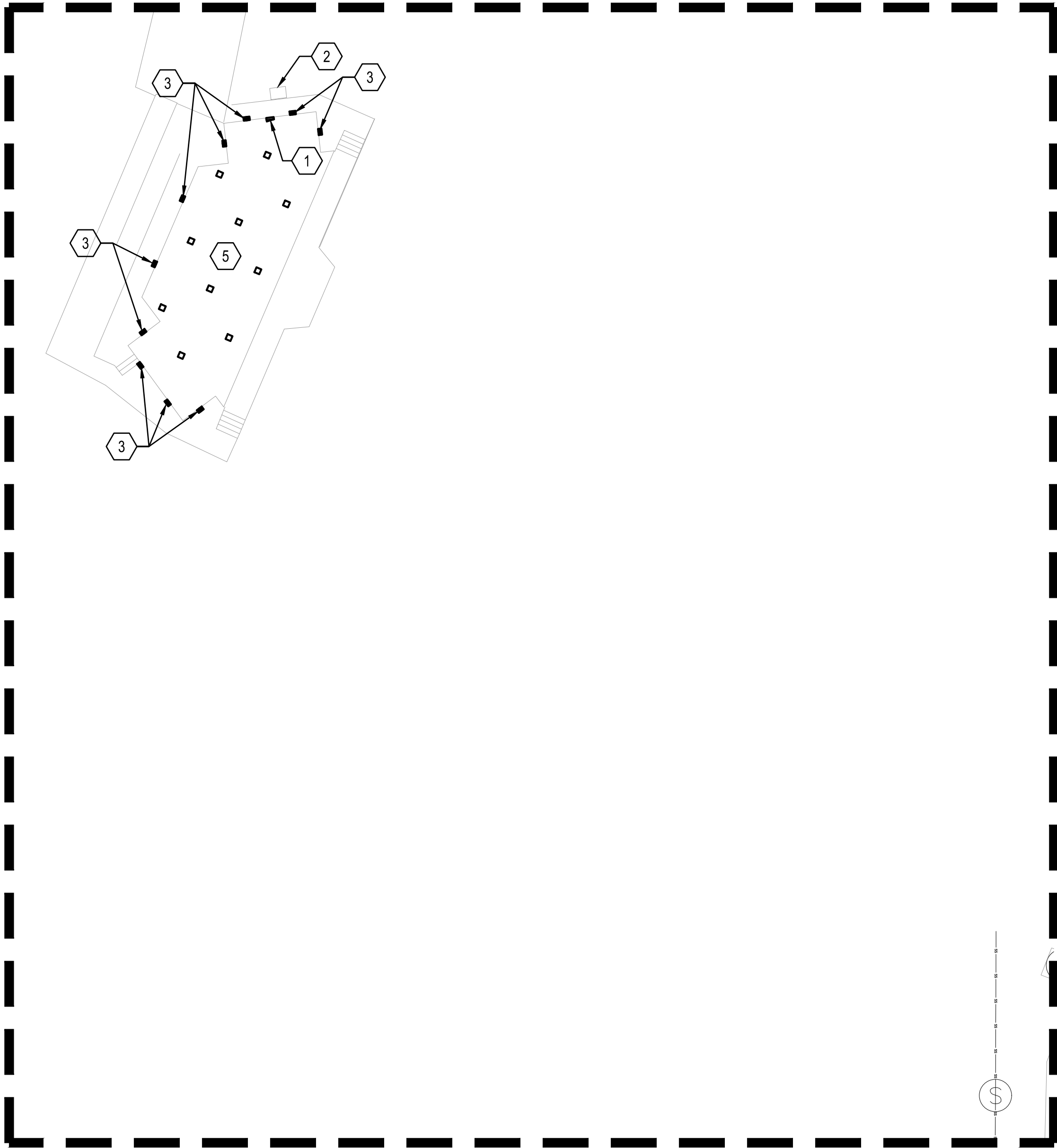


EXISTING TENNIS COURT LAYOUT

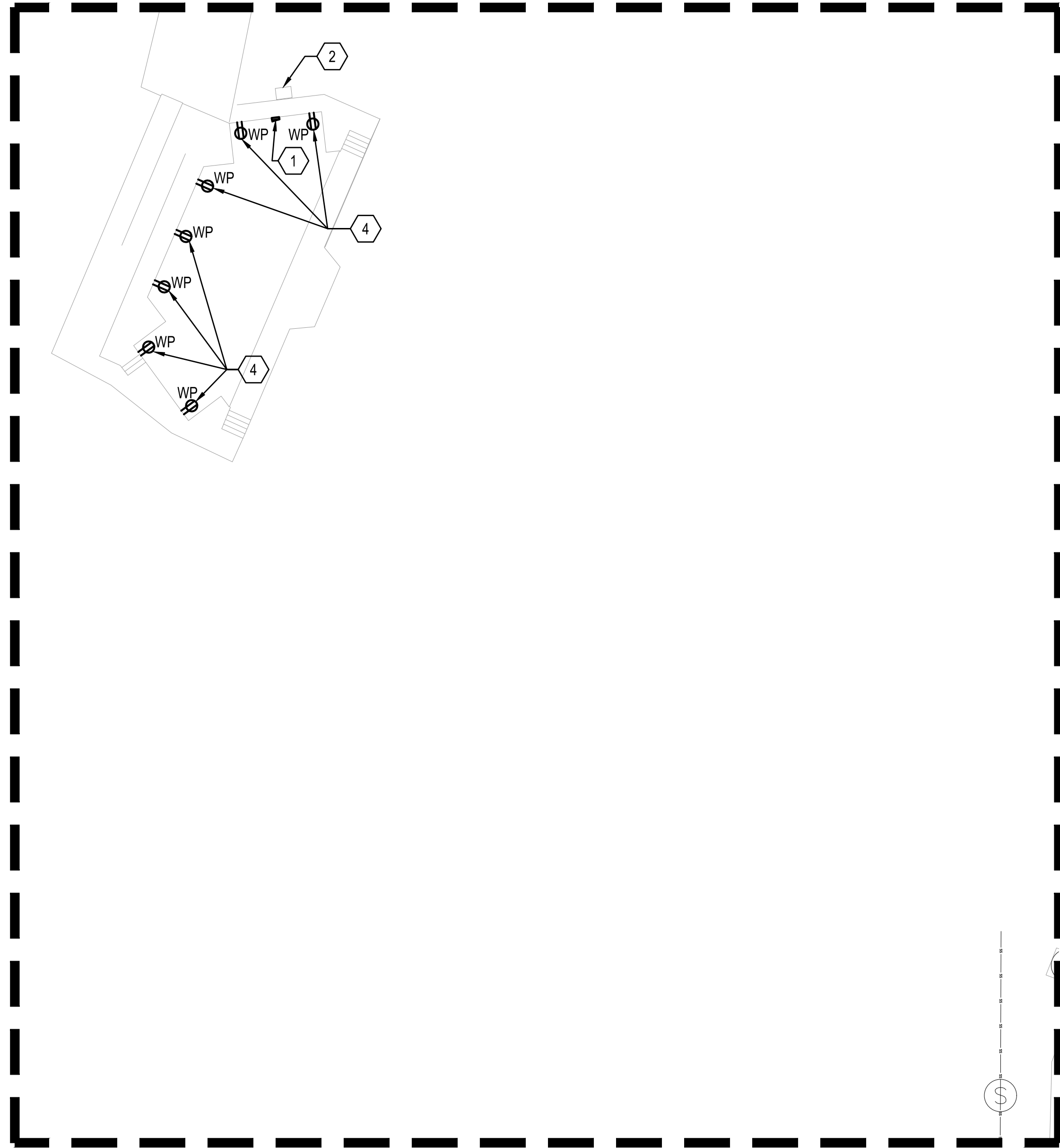
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ADDITIVE ALTERNATE #1 -
EXISTING AMPHITHEATER LIGHTING



ADDITIVE ALTERNATE #1 -
EXISTING AMPHITHEATER POWER

SHEET NOTES

- 1 APPROXIMATE LOCATION OF EXISTING ELECTRICAL PANEL TO REMAIN.
- 2 APPROXIMATE LOCATION OF EXISTING ELECTRICAL SERVICE TO REMAIN.
- 3 APPROXIMATE LOCATION OF EXISTING EXTERIOR EGRESS LIGHT FIXTURE TO BE REPLACED PER NEW WORK PLANS.
- 4 APPROXIMATE LOCATION OF EXISTING GFCI RECEPTACLE TO BE REPLACED PER NEW WORK PLANS.
- 5 EXISTING STAGE LIGHTING TO REMAIN.

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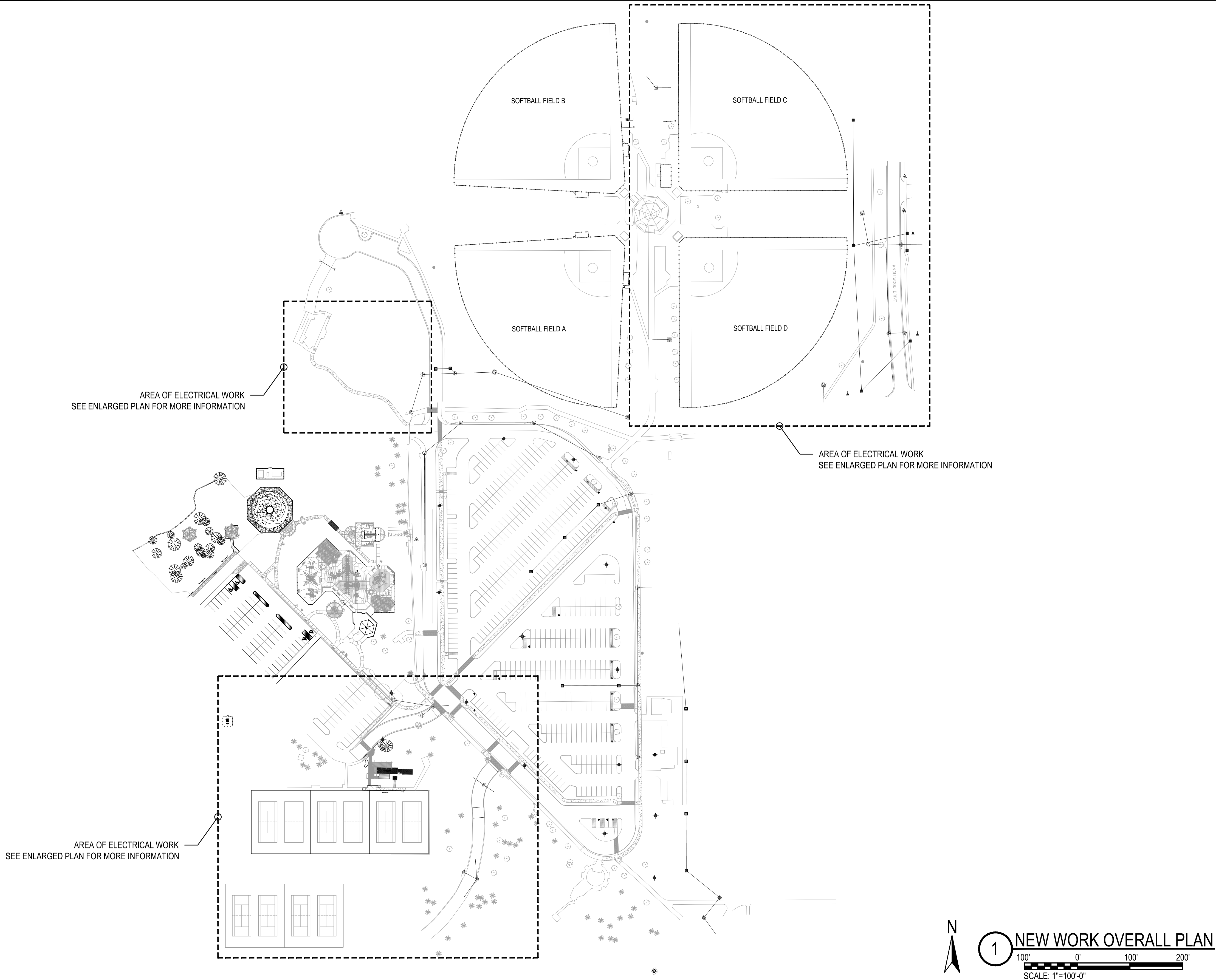
ADDITIVE ALTERNATE #1 -
EXISTING AMPHITHEATER LAYOUT

SHEET NUMBER

E2.3

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1 NEW WORK OVERALL PLAN
100' 0' 100' 200'
SCALE: 1"=100'-0"

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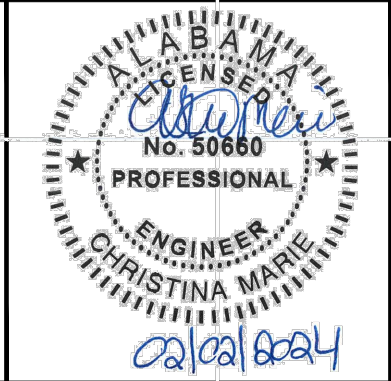
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MEDAL OF HONOR PARK SITE
AND LIGHTING IMPROVEMENTS

PREPARED FOR
CITY OF MOBILE

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ALABAMA

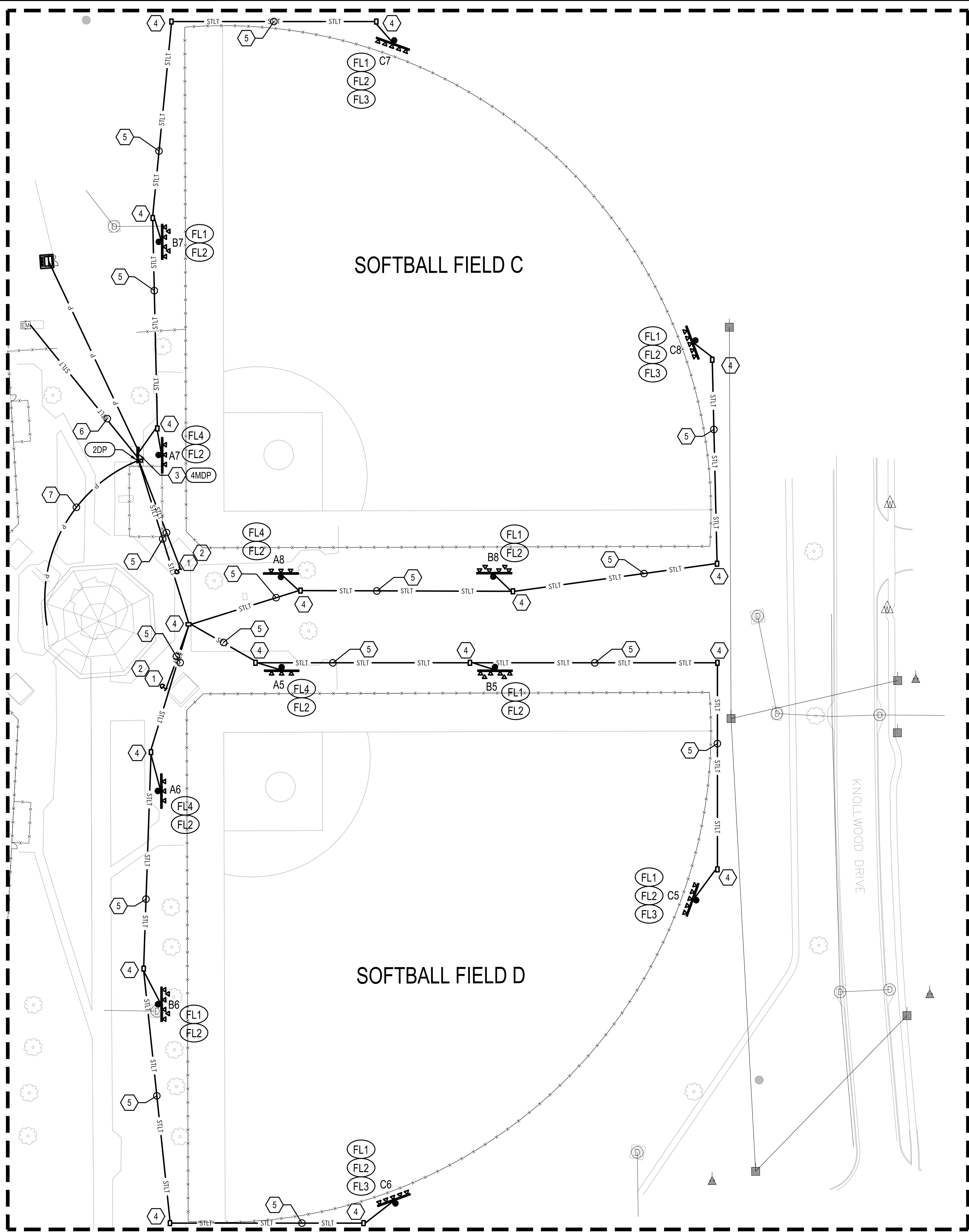


NEW WORK OVERALL PLAN

SHEET NUMBER

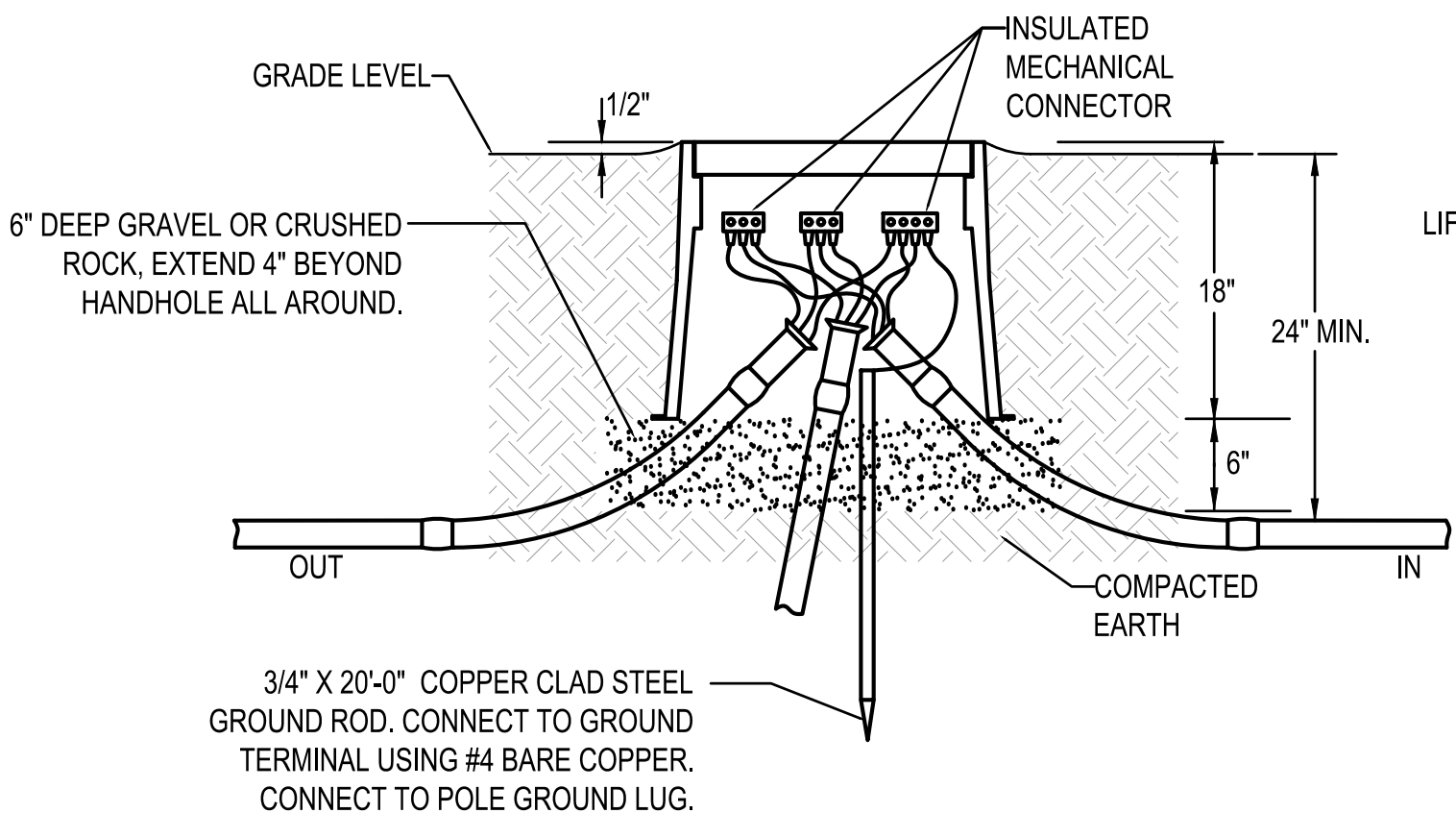
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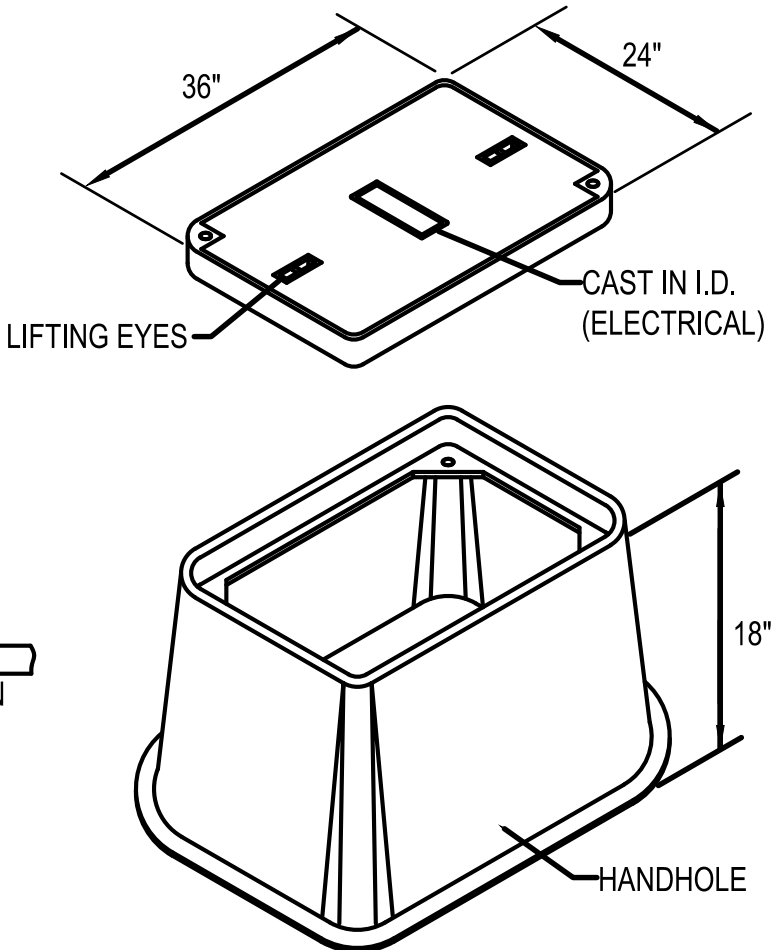


SHEET NOTES

- 1 A MOMENTARY PUSH-BUTTON CONTROL UNIT SHALL BE PROVIDED TO ALLOW PLAYERS TO TURN THE LIGHTING SYSTEM ON OR OFF DURING TIMES ALLOWED BY OWNER. ONCE A PLAYER PUSHES THE "ON" BUTTON, THE LIGHTS WILL COME ON FOR A PRESET TIME OF 1 MINUTE TO 160 MINUTES. AT THE END OF THE SPECIFIED PERIOD, A STROBE WILL START FLASHING FOR APPROXIMATELY 3 MINUTES. DURING THIS TIME, PLAYERS WILL BE ABLE TO PUSH THE "ON" BUTTON AGAIN TO CONTINUE PLAY, OR THE LIGHTS WILL GO OFF.
- 2 THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL A TRANSFORMER FOR THE PUSH-BUTTON UNIT INSTALLATION.
- 3 APPROXIMATE LOCATION OF THE NEW SOFTBALL FIELD 480 VOLT PEDESTAL.
- 4 THE HANDHOLE BOXES FOR THE LIGHTING CIRCUITS ARE TO BE QUAZITE BOX #PG 2436BA24 WITH "ELECTRICAL" ENGRAVED IN THE PG2436HA00 LID. PROVIDE A MINIMUM OF 3" OF GRAVEL IN THE BOTTOM OF THE BOX.
- 5 THE ELECTRICAL CONTRACTOR IS TO PROVIDE AND INSTALL 1-1/4" CONDUITS AS REQUIRED. SEE DIAGRAM FOR MORE INFORMATION.
- 6 THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL A NEW 1" CONDUIT FROM THE EXISTING MUSCO CONTROL CABINET TO THE NEW MUSCO CONTROL CABINET.
- 7 THE EXISTING CONCESSION BUILDING IS TO BE SERVED BY A NEW BREAKER FROM THE EXISTING 120/240 3Ø PANEL MOUNTED ON THE NEW PEDESTAL. SEE SINGLE LINE RISER DIAGRAM FOR MORE INFORMATION. SEE SINGLE LINES RISER DIAGRAM FOR MORE INFORMATION.



INSTALLATION DETAIL



CONSTRUCTION DETAIL

HANDHOLE NOTES:

- 1 HANDHOLE SHALL HAVE LOGO CAST IN COVER (LOGO=ELECTRICAL). INSTALL IN ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS AND THESE REQUIREMENTS.
- 2 TERMINATE CONDUITS ENTERING HANDHOLE WITH END BELL. CONSTRUCT CONDUIT RISE TO ENTER BOX FROM SIDE WITH 22-1/2" SWEEP ELBOWS.
- 3 CONDUITS ENTERING AND LEAVING HANDHOLE SHALL BE SEALED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE ARTICLES 514 AND 501.15.

ELECTRICAL HANDHOLE DETAIL

NOT TO SCALE

NEW WORK SOFTBALL FIELD LAYOUT



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NEW WORK SOFTBALL FIELD LAYOUT

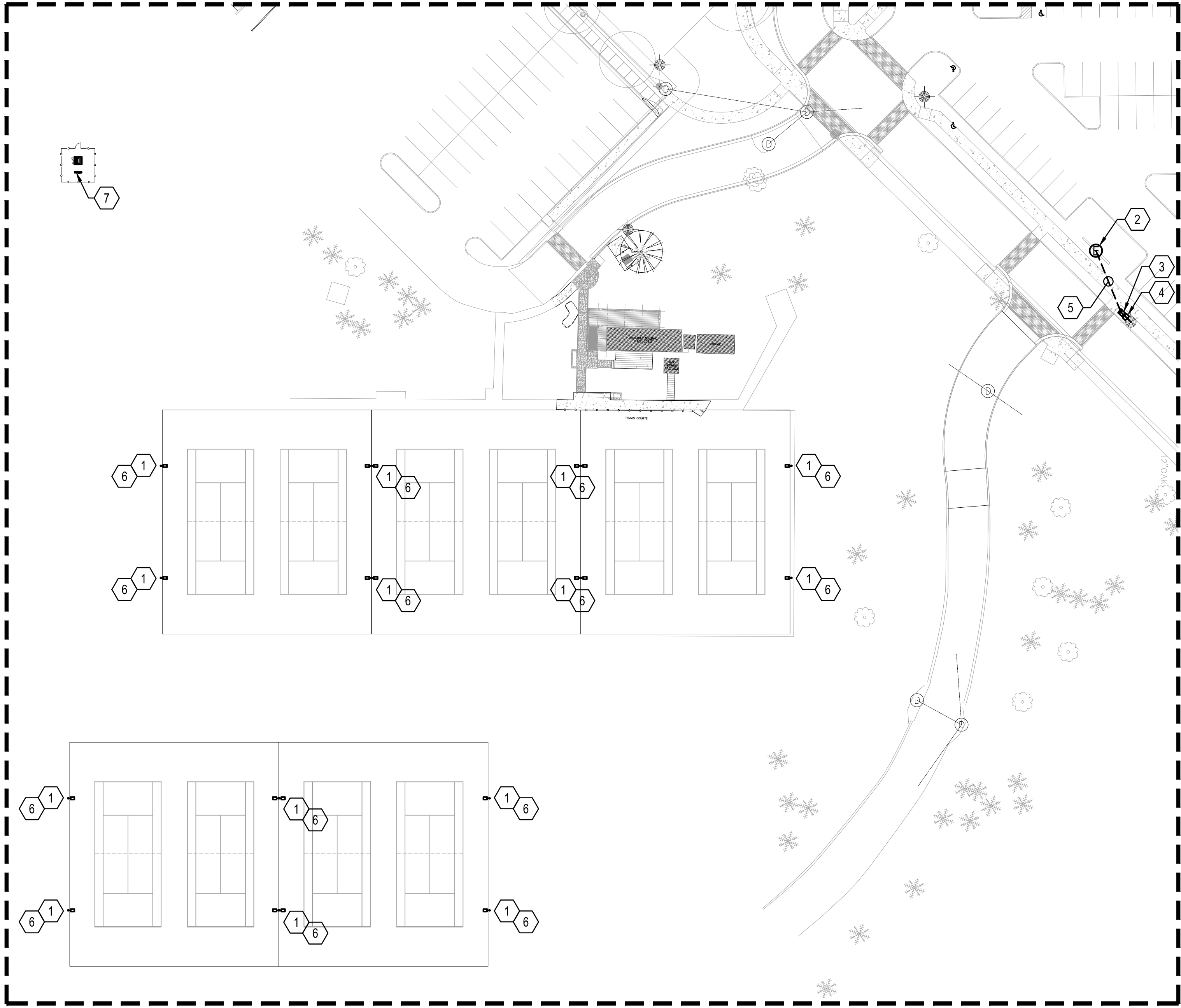
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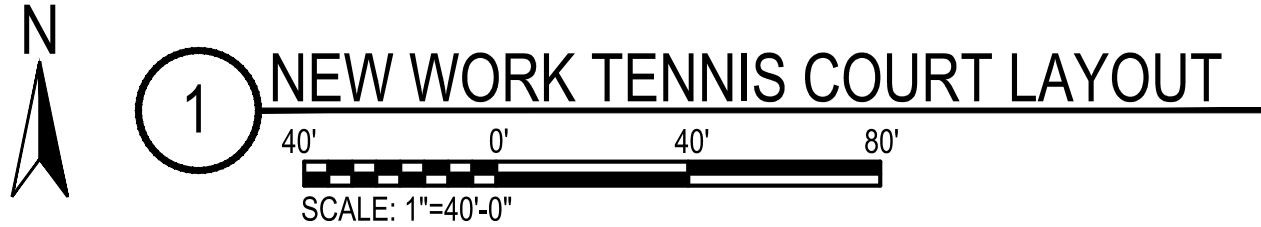
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NOTE:
THE ELECTRICAL CONTRACTOR SHALL COORDINATE ALL ASPECTS OF THE INSTALLATION OF THE NEW MUSCO SYSTEM WITH MUSCO PRIOR TO BEGINNING ANY WORK. THE NEW SYSTEM IS TO BE INSTALL PER THE DIRECTION AND RECOMMENDATION OF MUSCO.

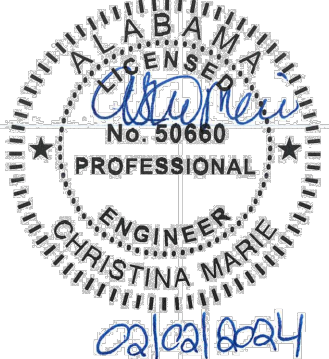
SHEET NOTES

- 1 THE CONTRACTOR SHALL PROVIDE, MODIFY AND INSTALL NEW MOUNTING HARDWARE AS REQUIRED BY THE MANUFACTURER FOR A FULL AND CLEAN INSTALLATION OF NEW FIXTURES.
- 2 APPROXIMATE LOCATION OF NEW ENTRANCE SIGN. THE ELECTRICAL CONTRACTOR SHALL FIELD COORDINATE FINAL LOCATION AND POWER REQUIREMENTS OF NEW SIGN WITH SIGN PROVIDER / INSTALLER AND ADJUST AS REQUIRED BY MANUFACTURER.
- 3 THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL A NEW 3KVA, 1Ø, 480V PRIMARY TO 120/240 VOLT SECONDARY MIN POWER ZONE SUBSTATION - SQUARE D MPU3S40F OR APPROVED EQUAL TO SERVE THE NEW SIGN.
- 4 THE CONTRACTOR SHALL DIG DOWN AND INTERCEPT THE EXISTING LIGHT POLE CIRCUIT. THE CONTRACTOR SHALL PROVIDE AND INSTALL A QUAZITE BOX HANDHOLE AT THE LOCATION AND CONNECT THE NEW MINI POWER ZONE TO THE EXISTING CIRCUIT USING INSULATED MECHANICAL LUGS. THE ELECTRICAL CONTRACTOR SHALL SERVE THE NEW MINI POWER ZONE WITH NEW 3#12, #12G IN 3/4" CONDUIT A MINIMUM OF 24" BELOW FINISHED GRADE.
- 5 THE ELECTRICAL CONTRACTOR SHALL SERVE THE NEW SIGN WITH NEW 3#12, #12G IN 3/4" CONDUIT A MINIMUM OF 24" BELOW FINISHED GRADE.
- 6 THE ELECTRICAL CONTRACTOR SHALL PROVIDE NEW CONDUIT AND CONDUCTORS (#8, #8G) FROM THE NEAREST HANDHOLE TO THE NEW LIGHT FIXTURE.
- 7 APPROXIMATE LOCATION OF NEW CONTACTOR CABINET. THE PARKING LOT LIGHTING CIRCUIT SHALL BE ROUTED THROUGH THE NEW LIGHTING CONTROL CABINET

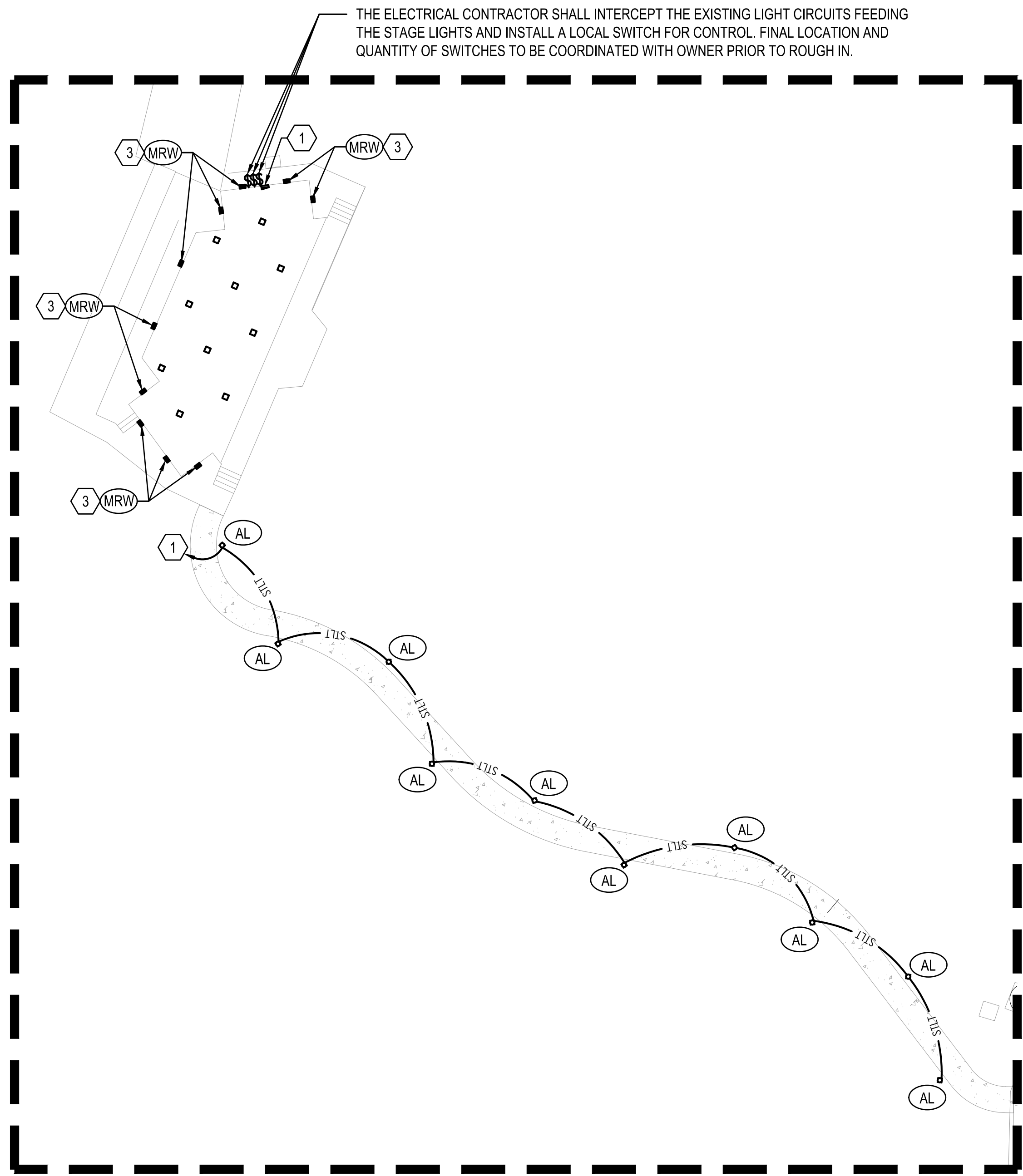


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 © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 11 N. WATER STREET, SUITE 9290 MOBILE, AL 36602 PHONE: (251) 263-8323 WWW.KIMLEY-HORN.COM CA 00000511	KHA PROJECT 142920003 DATE FEBRUARY 05, 2024 SCALE AS SHOWN DESIGNED BY: CM DRAWN BY: CM CHECKED BY: AWM	MEDAL OF HONOR PARK SITE AND LIGHTING IMPROVEMENTS PREPARED FOR CITY OF MOBILE ALABAMA		NEW WORK TENNIS COURT LAYOUT	SHEET NUMBER E3.2
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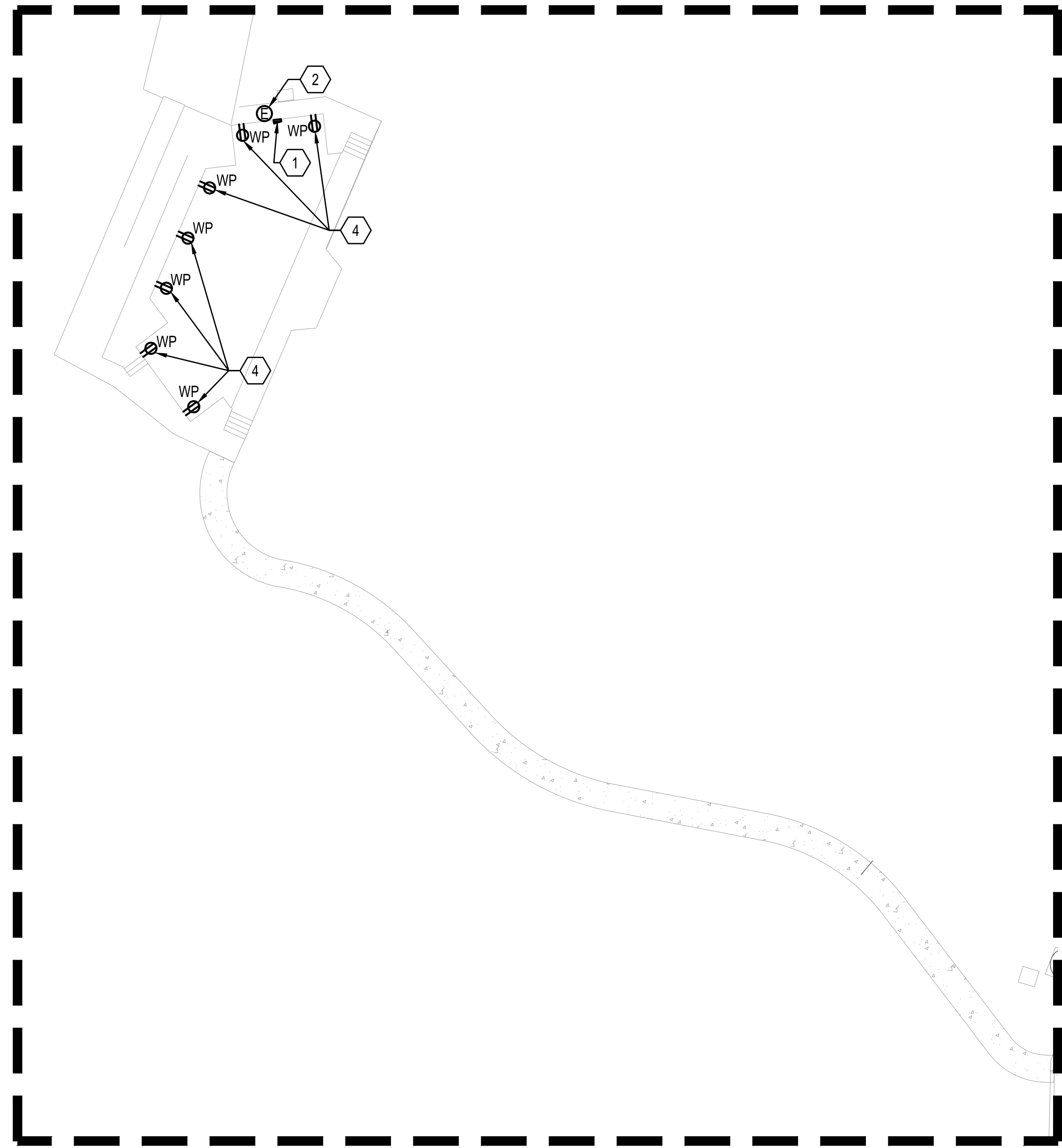


ADDITIVE ALTERNATE #1 -
NEW WORK AMPHITHEATER LIGHTING

1

20' 0' 20' 40'

SCALE: 1"=20'-0"



ADDITIVE ALTERNATE #1 -
NEW WORK AMPHITHEATER POWER

2

20' 0' 20' 40'

SCALE: 1"=20'-0"

- ### SHEET NOTES
- 1 THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL 2#10, #10G IN 3/4" CONDUIT FOR THE NEW PATHWAY LIGHTING. THE CONTRACTOR SHALL SERVE THE NEW LIGHTS FROM AN EXISTING 20/1 SPARE BREAKER IN THE EXISTING PANEL.
 - 2 APPROXIMATE LOCATION OF NEW IRRIGATION CONTROLS. THE ELECTRICAL CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION PRIOR TO ROUGH IN. THE CONTRACTOR SHALL SERVE THE NEW IRRIGATION CONTROLS FROM AN EXISTING 20/1 SPARE BREAKER IN THE EXISTING PANEL.
 - 3 THE NEW LIGHTING FIXTURE IS TO BE RECONNECTED TO THE EXISTING CIRCUIT.
 - 4 THE ELECTRICAL CONTRACTOR SHALL REPLACE THE EXISTING DEVICE AND COVER WITH A NEW GFCI DEVICE WITH NEW DIECAST WEATHERPROOF (IN-USE) COVERPLATE. THE NEW RECEPTACLE IS TO BE RECONNECTED TO THE EXISTING CIRCUIT.

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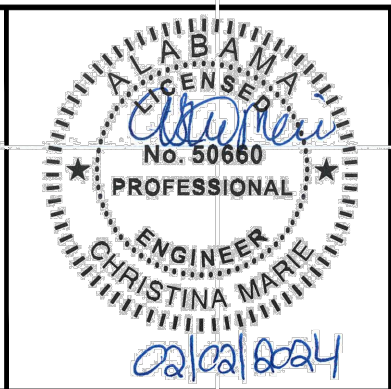
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MEDAL OF HONOR PARK SITE
AND LIGHTING IMPROVEMENTS

PREPARED FOR
CITY OF MOBILE

CITY OF MOBILE

ALABAMA



ADDITIVE ALTERNATE #1-
NEW WORK AMPHITHEATER LAYOUT

20' 0' 20' 40'

SCALE: 1"=20'-0"

SHEET NUMBER
E3.3

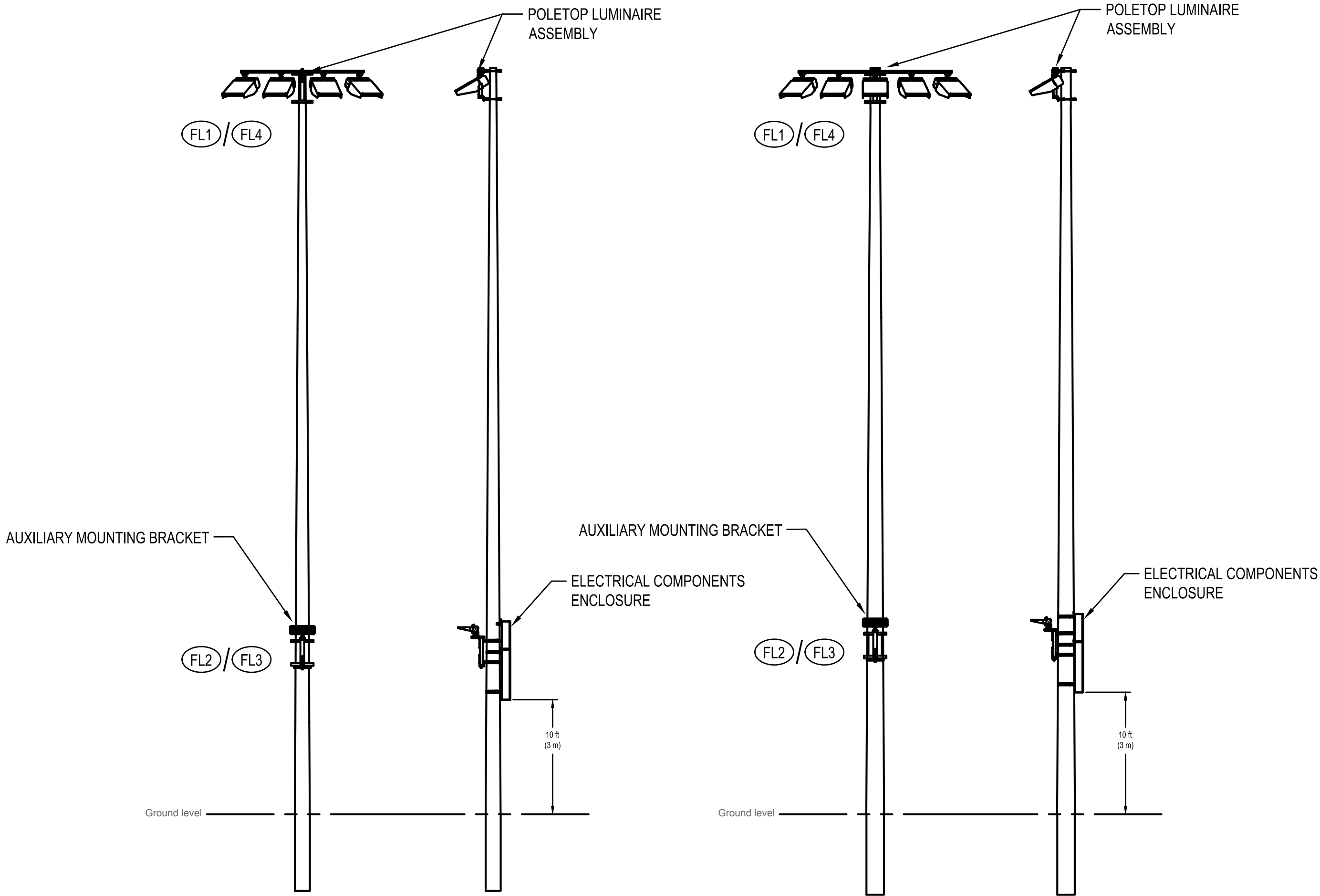


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PANELBOARD SCHEDULE														
MARK: EXISTING 2DP														
CKT #	LOAD DESCRIPTION	BREAKER		PHASE (kVA)			PHASE (kVA)			BREAKER		LOAD DESCRIPTION	CKT #	
		P	TRIP	A	B	C	A	B	C	TRIP	P			
1	OCCUPIED BREAKER	3	40							20	3	OCCUPIED BREAKER	2	
3														4
5														6
7	OCCUPIED BREAKER	3	40							20	3	OCCUPIED BREAKER	8	
9														10
11														12
13	OCCUPIED BREAKER	3	40							20	3	OCCUPIED BREAKER	14	
15														16
17														18
19	OCCUPIED BREAKER	3	40							20	3	OCCUPIED BREAKER	20	
21														22
23														24
25	OCCUPIED BREAKER	3	40							50	3	OCCUPIED BREAKER	26	
27														28
29														30
31	OCCUPIED BREAKER	3	50							50	3	OCCUPIED BREAKER	32	
33														34
35														36
37	OCCUPIED BREAKER	3	90									SPACE	38	
39												SPACE	40	
41											20	1	SPARE	42
TOTAL (kVA) ØA _____ ØB _____ ØC _____ HIGH PHASE (AMPS) _____														
TOTAL CONNECTED LOAD (kVA) _____ TOTAL LOAD (AMPS) _____														
CREATE A DIRECTORY TO INDICATE INSTALLED LOADS. INDICATE LOAD TYPE (REC, LTG, AHU-1, ETC.) AND ROOM NUMBERS SERVED FOR EVERY BRANCH CIRCUIT.														

PANELBOARD SCHEDULE													
MARK: MODIFIED 2DP													
CKT #	LOAD DESCRIPTION	BREAKER		PHASE (kVA)			PHASE (kVA)			BREAKER		LOAD DESCRIPTION	CKT #
		P	TRIP	A	B	C	A	B	C	TRIP	P		
1	EXISTING CONCESSION PANEL	3	100	11.0						20	3	SPARE	2
3					11.0								4
5						11.0							6
7													8
9	SPARE	3	40							20	3	SPARE	10
11													12
13	SPARE	3	40							20	3	SPARE	14
15													16
17													18
19	SPARE	3	40							20	3	SPARE	20
21													22
23													24
25	SPARE	3	40							50	3	SPARE	26
27													28
29													30
31	SPARE	3	50							50	3	SPARE	32
33													34
35													36
37	SPARE	3	90									SPACE	38
39											SPACE	40	
41										20	1	SPARE	42
11.0 11.0 11.0													
TOTAL (kVA) ØA 11.0 ØB 11.0 ØC 11.0 HIGH PHASE (AMPS) 91.7													
TOTAL CONNECTED LOAD (kVA) 33.0 TOTAL LOAD (AMPS) 79.4													
CREATE A DIRECTORY TO INDICATE INSTALLED LOADS. INDICATE LOAD TYPE (REC, LTG, AHU-1, ETC.) AND ROOM NUMBERS SERVED FOR EVERY BRANCH CIRCUIT.													



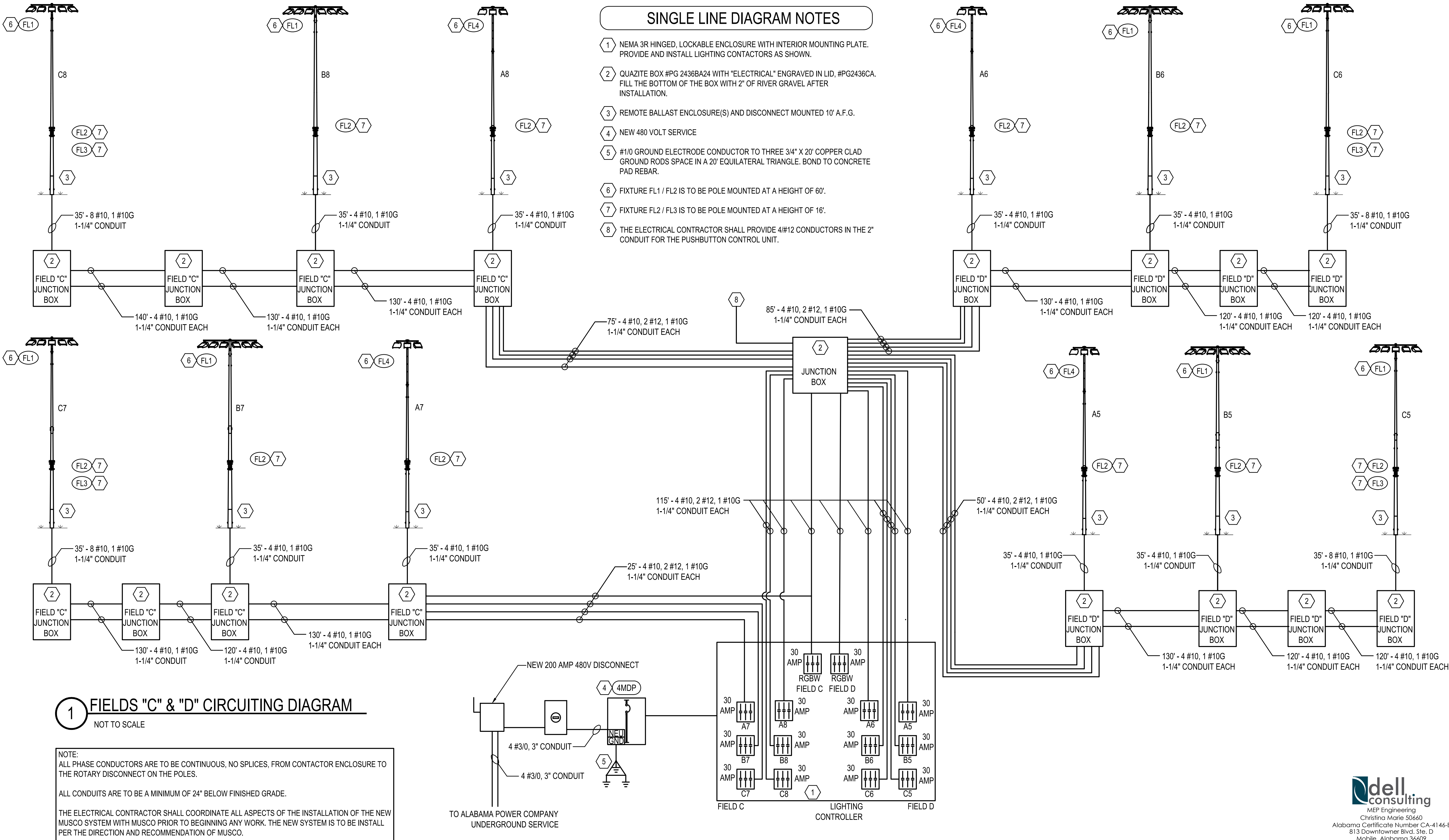
1 LIGHT POLE DETAIL
NOT TO SCALE

LIGHTING FIXTURE SCHEDULE							
MARK	MANUFACTURER AND CATALOG NUMBER	TOTAL WATTS		VOLTAGE	MOUNTING	NOTES	
		TYPE	WATTS				
FL1	MUSCO LIGHTING TLC-LED-1200-LED 5700K-75CRI	LED	1170	1170	MVOLT	SURFACE	POLE MOUNTED LED SPORTS LIGHTING FIXTURE
FL2	MUSCO LIGHTING TLC-BT-575-LED 5700K-75CRI	LED	575	575	MVOLT	SURFACE	POLE MOUNTED LED SPORTS LIGHTING FIXTURE
FL3	MUSCO LIGHTING TLC-RGB-U	LED	430	430	MVOLT	SURFACE	COLOR CHANGING POLE MOUNTED LED SPORTS LIGHTING FIXTURE
FL4	MUSCO LIGHTING TLC-LED-800-LED 5700K-75CRI	LED	890	890	MVOLT	SURFACE	POLE MOUNTED LED SPORTS LIGHTING FIXTURE
NOTES: FIXTURES WITH HALF FILLED IN CENTER SHALL BE PROVIDED WITH AN EMERGENCY BALLAST, 1100 LUMENS OR THE MAXIMUM AVAILABLE FOR THE FIXTURE.							
PROVIDE ALL MOUNTING HARDWARE, SUPPORTS, ETC. AS REQUIRED FOR A COMPLETE INSTALLATION.							
COORDINATE FINAL FIXTURE SELECTION WITH OWNER / ARCHITECT PRIOR TO ORDER.							

dell consulting
MEP Engineering
Christina Marie 50660
Alabama Certificate Number CA-4146-E
813 Downtowner Blvd, Ste. D
Mobile, Alabama 36609
P: 251-314-0015 F: 850-332-6629
DELL CONSULTING PROJECT: 22-118

				Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 11 N. WATER STREET, SUITE 9290 MOBILE, AL 36602 PHONE: (251) 263-8323 WWW.KIMLEY-HORN.COM CA 00000511	KHA PROJECT 142920003	MEDAL OF HONOR PARK SITE AND LIGHTING IMPROVEMENTS PREPARED FOR CITY OF MOBILE	ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE 02/02/2024	ELECTRICAL DETAILS	SHEET NUMBER E4.0
					DATE FEBRUARY 05, 2024				
					SCALE AS SHOWN				
					DESIGNED BY: CM				
					DRAWN BY: CM				
					CHECKED BY: AWM				
No.	REVISIONS		DATE	BY	CITY OF MOBILE		ALABAMA		

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



No.	REVISIONS	DATE	BY

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11 N. WATER STREET, SUITE 9290 MOBILE, AL 36602
PHONE: (251) 263-8323
WWW.KIMLEY-HORN.COM CA 00000511

KHA PROJECT
142920003

DATE
FEBRUARY 05, 2024

SCALE
AS SHOWN

DESIGNED BY: CM

DRAWN BY: CM

CHECKED BY: AWM

MEDAL OF HONOR PARK SITE
AND LIGHTING IMPROVEMENTS

PREPARED FOR
CITY OF MOBILE

CITY OF MOBILE

ALABAMA

MEP Engineering
Christina Marie 50660
Alabama Certificate Number CA-4146-E
813 Downtowner Blvd, Ste. D
Mobile, Alabama 36609
P: 251-316-0015 F: 850-332-6629
DELL CONSULTING PROJECT: 22-118

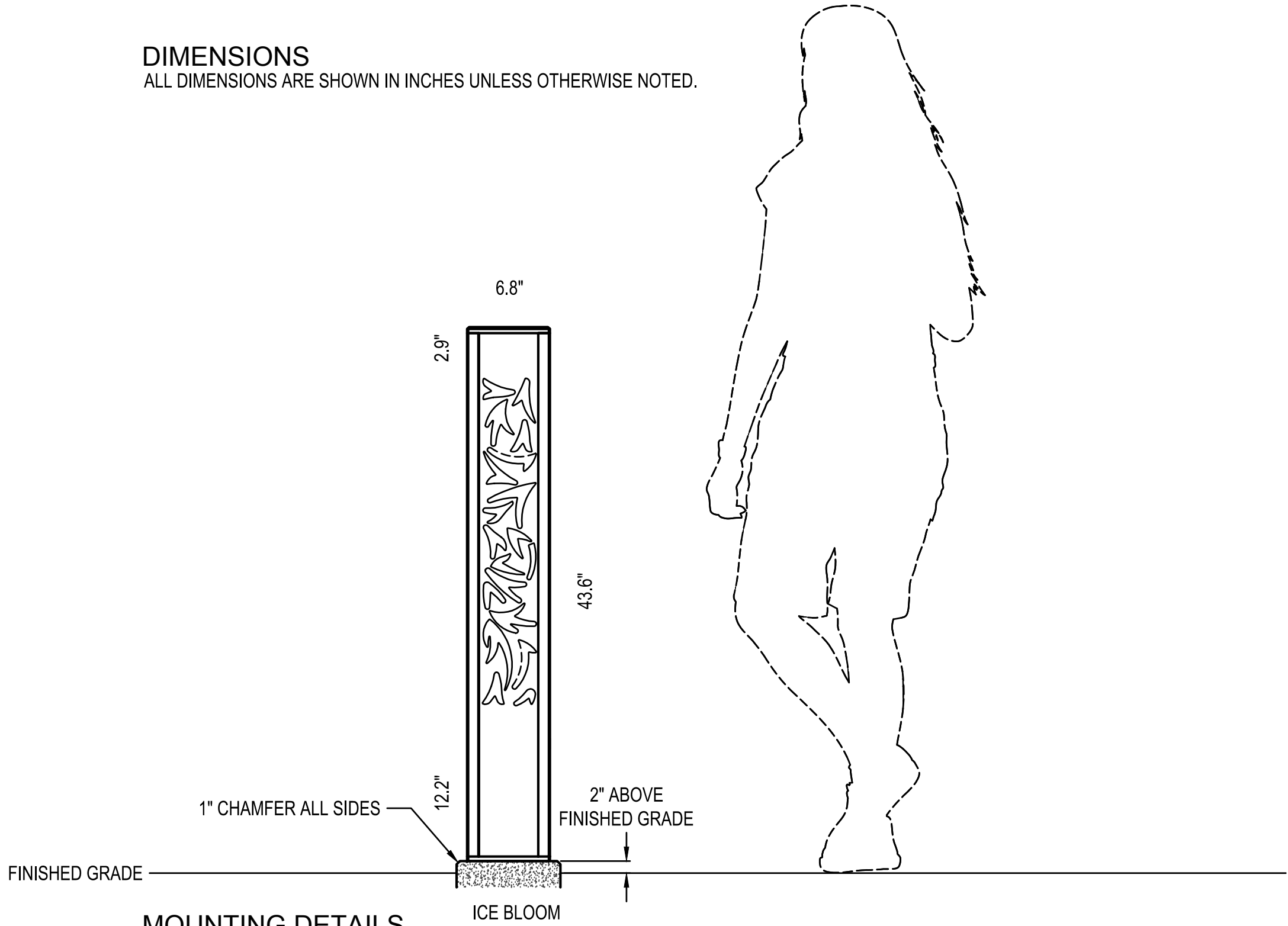
ELECTRICAL RISERS

SHEET NUMBER
E4.2

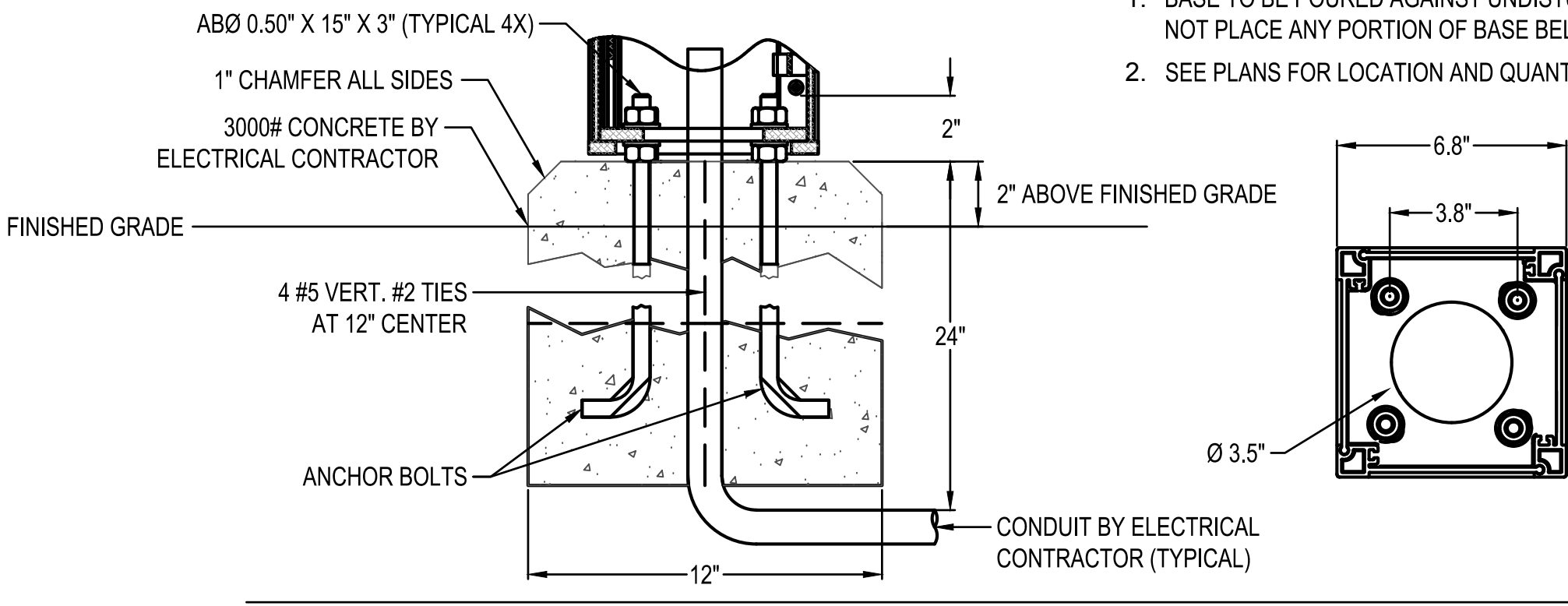
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MOSAIC BOLLARD - Ice Bloom
ILLUMINATING BOLLARD

DIMENSIONS
ALL DIMENSIONS ARE SHOWN IN INCHES UNLESS OTHERWISE NOTED.



MOUNTING DETAILS
ALL DIMENSIONS ARE SHOWN IN INCHES UNLESS OTHERWISE NOTED.



- NOTES:
1. BASE TO BE POURED AGAINST UNDISTURBED EARTH. DO NOT PLACE ANY PORTION OF BASE BELOW WATER TABLE.
 2. SEE PLANS FOR LOCATION AND QUANTITIES.

1 CONCRETE BASE FOR BOLLARD DETAIL
NOT TO SCALE

LIGHTING FIXTURE SCHEDULE

MARK	MANUFACTURER AND CATALOG NUMBER			TOTAL WATTS	VOLTAGE	MOUNTING	NOTES
		TYPE	WATTS				
MRW	LITHONIA LIGHTING MRW LED P4 40K SR2 MVOLT PIR DDBXD	LED	61	61	MVOLT	SURFACE	SURFACE MOUNTED EXTERIOR LED WALL SCONCE PROVIDE WITH EMERGENCY BATTERY BACK UP MOUNTED 8' AFF UNLESS OTHERWISE NOTED
AL	HESS AMERICA LIGHTING MSC1100/1-NW-UNV-XX	LED	15	15	MVOLT	CONCRETE FOUNDATION	LED BOLLARD FIXTURE COORDINATE FINISH WITH OWNER / ARCHITECT
NOTES: FIXTURES WITH HALF FILLED IN CENTER SHALL BE PROVIDED WITH AN EMERGENCY BALLAST, 1100 LUMENS OR THE MAXIMUM AVAILABLE FOR THE FIXTURE.							
PROVIDE ALL MOUNTING HARDWARE, SUPPORTS, ETC. AS REQUIRED FOR A COMPLETE INSTALLATION.							
COORDINATE FINAL FIXTURE SELECTION WITH OWNER / ARCHITECT PRIOR TO ORDER.							



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No.	REVISIONS	DATE	BY

Kimley»Horn

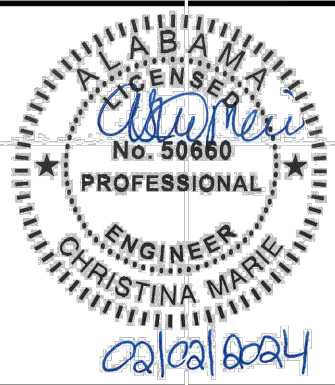
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11 N. WATER STREET, SUITE 9290 MOBILE, AL 36602
PHONE: (251) 263-8323
WWW.KIMLEY-HORN.COM CA 00000511

KHA PROJECT 142920003
DATE FEBRUARY 05, 2024
SCALE AS SHOWN
DESIGNED BY: CM
DRAWN BY: CM
CHECKED BY: AWM

MEDAL OF HONOR PARK SITE
AND LIGHTING IMPROVEMENTS
PREPARED FOR
CITY OF MOBILE

CITY OF MOBILE

ALABAMA



ADDITIVE ALTERNATE #1
AMPHITHEATER SCHEDULES & DETAILS

SHEET NUMBER

E4.3

Musco Sports Lighting, LLC

Sports lighting

#041123-MSL

Maturity Date: 6/16/2027

Sourcewell 

Awarded Contract

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Products & Services

[Buy Sourcewell](#)

[Documents](#)

[Contact Information](#)

Products & Services

Sourcewell contract 041123-MSL gives access to the following types of goods and services:

- Light-Structure System™ lighting
- SportsCluster® lighting system
- Total Light Control - TLC for LED™ technology
- Control-Link® control system
- Mini-Pitch System™ modular sports solution
- MuscoVision® automated sports broadcasting
- Communication-Structure System™ complete system
- Contract accepted in Canada

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

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[ezIQC Contracts](#)

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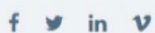
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Musco Sports Lighting, LLC #041123-MSL

Pricing for contract #041123-MSL is provided at 5% off list price for materials to Sourcewell participating agencies. Musco Sports Lighting, LLC is a custom designed, engineered to order lighting system. Any pricing obtained from Musco Sports Lighting, LLC already has the 5% discount for the materials applied.

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to GT Distributors of Georgia Inc for ballistic vests and armor plates for MPD K9 handlers.

Amount of Contract:

\$28,482.60

Funding Source

General fund.

ATTACHMENTS:

1. 20240801 GT Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)Agenda of: 13 August 2024

Date

Item No. _____

Submitted by: Procurement
DepartmentJohn Paine, Purchasing Agent

Department Head

Sponsored by: William S. Stimpson
NameMayor

Title

Reviewed by: _____
Executive DirectorRouting Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to GT Distributors of Georgia Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to GT Distributors of Georgia Inc for ballistic vests and armor
plates for MPD K9 handlers.
General fund.RESOLUTION ☐ORDINANCE ☐OTHER ☐AMOUNT OF CONTRACT: \$28,482.60

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): naHow 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>11069</u>	2024	(1530) POLICE ADMIN SERVICES	BALLISTIC VESTS AND ARMOR FOR MPD K9 HANDLERS (PRICE BELOW BID REQUIREMENT; COMPETITIVE QUOTES)	\$28,482.60	<u>(70105) GT DISTRIBUTORS OF GEORGIA INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011069-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608
---	---

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER QUOTE BY JOCELYN HYPER X TACTICAL CARRIER, AWS, FIRSTSPEAR, COLOR TACTICAL GREEN ITEM:PTA-1355851 Vendor Item	6.00 EACH	545.95000	3275.70
-----	--	--------------	-----------	---------

1	1000.30.15.1530.1530.1530.0000.0000.42140.			3275.70
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Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608

002	PTA HYPER X BALLISTIC PANEL SET, HARDWARE: ITEM#PTA-1354672 Vendor Item	6.00 EACH	700.00000	4200.00
-----	---	--------------	-----------	---------

1	1000.30.15.1530.1530.1530.0000.0000.42140.			4200.00
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=====	=====
Bill To	Requisition 00011069-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor
GT DISTRIBUTORS OF GEORGIA INC
2545 BROCKTON DRIVE SUITE 100

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

AUSTIN, TX 78758

MOBILE, AL 36608

Tel#800-241-8950
Fax 706-861-4444

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/26/24	070105				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

003 SAFARILAND HYBRID SIDE BALLISTICS, HARDWIRE 6 ITEM#PTA-1354674 Vendor Item	6.00 EACH	367.60000	2205.60
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1 1000.30.15.1530.1530.1530.0000.0000.42140.			2205.60
--	--	--	---------

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

004 HYPER X BALLISTIC SHOULDERS HW68 L3A ITEM#PTA-1354139	6.00 EACH	216.20000	1297.20
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=====	=====
Bill To	Requisition 00011069-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
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Vendor
GT DISTRIBUTORS OF GEORGIA INC
2545 BROCKTON DRIVE SUITE 100

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4851 MUSEUM DRIVE

AUSTIN, TX 78758

MOBILE, AL 36608

Tel#800-241-8950
Fax 706-861-4444

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MOBILE, AL 36608

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/26/24	070105				POLICE ADMIN SERVICES
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LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	1000.30.15.1530.1530.1530.0000.0000.42140.			1297.20

Ship To
POLICE SPECIAL OPERATIONS
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MOBILE, AL 36608

Deliver To
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4851 MUSEUM DRIVE
MOBILE, AL 36608

005	HYPER X BALLISTIC LOWER AB/SPINE HW68 L3A ITEM#PTA-1353988 Vendor Item	6.00 EACH	159.50000	957.00
-----	--	--------------	-----------	--------

1	1000.30.15.1530.1530.1530.0000.0000.42140.			957.00
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POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

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4851 MUSEUM DRIVE
MOBILE, AL 36608

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011069-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 910520704 Status: Approved
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Page 4

Vendor
 GT DISTRIBUTORS OF GEORGIA INC
 2545 BROCKTON DRIVE SUITE 100

Ship To
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 4851 MUSEUM DRIVE

AUSTIN, TX 78758

MOBILE, AL 36608

Tel#800-241-8950
 Fax 706-861-4444

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	070105				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
006 SAFARILAND HTV LARGE ID ITEM#PTA-1223589-L Vendor Item	6.00 EACH	10.00000	60.00

1 1000.30.15.1530.1530.1530.0000.0000.42140. 60.00

Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608

007 PROTECH HYPER X ID 5X3 ITEM#PTA-1223589-S Vendor Item	6.00 EACH	10.00000	60.00
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1 1000.30.15.1530.1530.1530.0000.0000.42140. 60.00

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 MOBILE, AL 36608

Deliver To
 POLICE SPECIAL OPERATIONS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011069-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 910520704 Status: Approved
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Page 5

Vendor
 GT DISTRIBUTORS OF GEORGIA INC
 2545 BROCKTON DRIVE SUITE 100

Ship To
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 Fax 706-861-4444

Deliver To
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 4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	4851 MUSEUM DRIVE MOBILE, AL 36608			
008	SAFARILAND HYBRID GROIN, HARDWIRE 68 LEVEL ITEM#PTA-1353989 Vendor Item	6.00 EACH	243.25000	1459.50
1	1000.30.15.1530.1530.1530.0000.0000.42140.			1459.50
	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608			
009	PTA IMPAC C1 SPECIAL THREAT ICW 10. 25X13.2 ITEM#PTA-1347561 Vendor Item	12.00 EACH	456.75000	5481.00
1	1000.30.15.1530.1530.1530.0000.0000.42140.			5481.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011069-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 910520704 Status: Approved	Page 6
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608
---	---

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608			
010	BUSCH AMP-1TP, ACH, HC, RAILS, BAG, DRLD ITEM#PTA-1353808 Vendor Item	6.00 EACH	1445.95000	8675.70
1	1000.30.15.1530.1530.1530.0000.0000.42140.			8675.70
	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Deliver To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608			
011	NVG-2 SHROUD WILCOX LIGHTWEIGHT 3-HOLE ITEM#PTA-1353889	6.00 EACH	135.15000	810.90

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011069-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 910520704 Status: Approved	Page 7
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Vendor
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	070105				POLICE ADMIN SERVICES

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	1000.30.15.1530.1530.1530.0000.0000.42140.			810.90

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total 28482.60

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.42140.	28482.60	2926831.89
POLICE ADMIN SERVICES EXP	MISCELLANEOUS SERVICES	

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

Activity	Date	Clerk	Comment
CCancelled	08/01/24	SAMANTHA COOLEY	Requisition item removed chang
CCancelled	08/01/24	SAMANTHA COOLEY	GL Allocation, GL Allocation c
Approved	08/01/24	DONALD ROSE	Auto approved by: 910520704
Approved	08/01/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	08/01/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	08/01/24	SAMANTHA COOLEY	

=====	=====
Bill To	Requisition 00011069-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 8
=====	=====

Vendor
GT DISTRIBUTORS OF GEORGIA INC
2545 BROCKTON DRIVE SUITE 100

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

AUSTIN, TX 78758

MOBILE, AL 36608

Tel#800-241-8950
Fax 706-861-4444

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
06/26/24	070105
	POLICE ADMIN SERVICES
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/01/24 JOHN PAINE		Auto approved by: 910520704	
Approved	08/01/24 MICHAEL SPAFFORD		Auto approved by: 910520704	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for one 2024 Chevrolet Silverado 4500 truck chassis with crew cab for Parks Department.

Amount of Contract:

\$60,105.50

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20240807 Donohoo Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 13 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 Donohoo Chevrolet LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Donohoo Chevrolet LLC for one 2024 Chevrolet Silverado
4500 truck chassis with crew cab for Parks Department.
Motor Pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$60,105.50

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5889

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

How many bidders submitted bids (if applicable): 6

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13361</u>	2024	(F7000) MOTOR POOL	2024 CHEVROLET SILVERADO 4500 CREW CAB TRUCK CHASSIS FOR PARKS DEPARTMENT (SEALED BID 5889)	\$60,105.50	<u>(293039)</u> <u>DONOHOO</u> <u>CHEVROLET LLC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00013361-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Released	Page 1
---	--	--------

Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/24	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 OR NEWER CHEVROLET 4500 CREW CAB & CHASSIS AS FOLLOWS: VENDOR TO PROVIDE CHEVROLET 2024 OR NEWER CHEVROLET SILVERADO MDZWDWT AS PER CITYOFMOBILE BID #5889 AND YOUR QUOTE Additional Description Notes ----- 2024 OR NEWER CHEVROLET 4500 CREW CAB & CHASSIS AS FOLLOWS: 19,000 LB GVW CHASSIS, CREW CAB, 4x2, DIESEL ENGINE-CUMMINS OR DURAMAX BRAND DIESELS ONLY, AUTOMATIC TRANSMISSION, FACTORY-MOUNTED RECEIVER HITCH, 2" OR LARGER,TRAILER WIRING PACKAGE FOR 4 AND 7 PIN CONNECTORS, CABLE TO AXLE-84 INCHES;CAB TO END FRAME-10 FT., 8 INCHES; DUAL WHEELS, CAB TO BE WHITE IN COLOR, VINYL SEATS; AIR CONDITIONING; ELECTRIC WINDOWS; ELECTRIC DOOR LOCKS CITY WILL MOUNT 11-FOOT BODY TO CHASSIS UPON DELIVERY TO THE CITY OF MOBILE.	1.00 EACH	60105.50000	60105.50
1	7000.40.20.0000.0000.2070.0000.0000.47010. E MP02012 .CAPEQUIPMT.			60105.50

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

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

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

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: _____ en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/12/2024	5889	MOTOR POOL	To Be Specified

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

12:01 PM, WEDNESDAY, JUNE 26, 2024

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

Page 1 of 2

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
 Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS

19,000 lb GVW chassis

Crew cab

4x2

Diesel engine – Cummins or Duramax brand diesels only

Automatic transmission

Factory-mounted receiver hitch, 2” or larger

Trailer wiring package for 4 and 7 pin connectors

Cab to axle – 84 inches

Cab to end of frame – 10 ft, 8 inches

Dual wheels

Cab to be white in color

Vinyl seats

Air conditioning

Electric windows

Electric door locks

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



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 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 Terminix Services for annual renewal of termite bond for City facilities.

General fund.

Amount of Contract:

\$16,675.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240807 Terminix Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 13 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 Terminix Services

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Terminix Services for annual renewal of termite bond for
City facilities.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,675.00

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;

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>13364</u>	2024	(3037) BUILDING SERVICES	ANNUAL RENEWAL OF TERMITE BOND FOR CITY FACILITIES (PRICE BELOW BID REQUIREMENT)	\$16,675.00	(<u>201952</u>) <u>TERMINIX</u> <u>SERVICES</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013364-00 FY 2024 Acct No: 1000.45.20.3030.3037.3030.0000.0000.42150. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 TERMINIX SERVICES
 1032 N UNIVERSITY BLVD

MOBILE, AL 36608

Tel#251-509-9888
 Fax 251-343-1142

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 LAURENCEJ@CITYOFMOBILE.ORG

Delivery Reference
 ANNUAL TEMRITE BOND RENEWALS

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/24	201952				BUILDING SERVICES

LN Description / Account	Qty	Unit Price	Net Price
001 termite bond annual renewal and blanket agreement for 54 total city of mobile facilities, as per attached Memo for the Record, Terminix invoice dated 8/5/2024, facility spreadsheet, and 2006 termite protection plan terms and conditions.	1.00 EACH	16675.00000	16675.00

1 1000.45.20.3030.3037.3030.0000.0000.42150. 16675.00

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 ANNUAL TEMRITE BOND RENEWALS

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total 16675.00

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013364-00 FY 2024 Acct No: 1000.45.20.3030.3037.3030.0000.0000.42150. Review: Buyer: Status: Approved
--	--

Page 2

Vendor
 TERMINIX SERVICES
 1032 N UNIVERSITY BLVD

MOBILE, AL 36608

Tel#251-509-9888
 Fax 251-343-1142

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 LAURENCEJ@CITYOFMOBILE.ORG

Delivery Reference
 ANNUAL TEMRITE BOND RENEWALS

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/24	201952				BUILDING SERVICES

Account 1000.45.20.3030.3037.3030.0000.0000.42150. BUILDING SERVICES EXP	Amount Remaining Budget 16675.00 16627.61 MAINTENANCE & REPAIRS
--	--

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

Activity	Date	Clerk	Comment
Approved	08/05/24	CARLEEN STOUT	Auto approved by: 910520760
Approved	08/05/24	CASSIE BOATWRIGHT	Auto approved by: 910520760
Approved	08/05/24	CHAD HOLM	Approved
Approved	08/07/24	DONALD ROSE	Auto approved by: 9105paij
Approved	08/07/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/07/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/07/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	08/07/24	JOHN PAINE	
Approved	08/07/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature



Memo for the Record

Date: 8/05/2024

To: Purchasing Department, MUNIS Invoice Approver

From: Cassie Boatwright, REAM Department Director

RE: Termite Bond Renewal Invoice FY24/25

I, Cassie Boatwright, REAM Director and authorized initial approver for department invoices, including those for Building Services (3037), do authorize processing and payment of Terminix invoice #5559748998 received on 8/05/2023 in the amount of \$16,675.00. Since termite bond contracts are not reissued but instead renewed annually, to show continuity of services from the initial date of coverage, the City of Mobile's only means to maintain bond coverage is in payment of the annual invoice, which may or may not increase without notice. Payment of the invoice by September 30, 2024 is therefore requested to avoid the bond becoming null and void.

Attached in MUNIS is a copy of the original contract (#4466146) along with the Attachment itemizing the names and addresses of the facilities covered by this contract and its renewal as of this invoice.

A handwritten signature in black ink, appearing to read 'C Boatwright', is written over a horizontal line.

Cassie Boatwright, REAM Director

Rentokil-Terminix

1032 N University Blvd
Mobile, AL 36608
251-343-6060



Invoice

Invoice for	Customer #	Invoice #
	4466146	5559748998
City of Mobile		
PO Box 1827	Sales Agreement #	Due date
Mobile, AL 36633	6695776	10/1/2024

Description	Qty	Unit price	Total price
Termite Agreement- Blanket agreement	1	\$16,675.00	\$16,675.00
Covers 10/2024-9/2025			
			\$0.00
			\$0.00

Notes:	Subtotal	\$16,675.00
	Adjustments	\$0.00
		\$16,675.00

Name	Address	Due	Tentatively scheduled	Completed
Civic Center	401 Civic Center Dr Mobile, AL 36602	October		Cancel-Demolition Schedu
F.S. #6-Edwards	2525 Hillcrest Rd Mobile, AL 36695	October	7/5/2024 1-3	7/5/2024
F.S. #11 Willett	1004 S Broad St Mobile, AL 36603	October	7/1/24 8-10	7/1/2024
F.S. #16	1951 S Maryvale St Mobile, AL 36605	October	7/8/24 8-10	7/10/2024
F.S. #22	4710 Airport Blvd Mobile, AL 36608	October	8/12/2024	
F.S. #23-Sirmon	2711 Airport Blvd Mobile, AL 36606	October	7/12/24 8-10	7/12/2024
F.S. Training Center	860 Owens St Mobile, AL 36604	October	7/15/24 8-10	7/15/2024
Parks & Recreation	48 N. Sage Ave Mobile, AL 36607	October	7/17/24 8-10	7/17/2024
Fire Station Warehouse	2851 Old Shell Rd Mobile, AL 36607	October	7/17/24 8-10	7/17/2024
Animal Shelter	855 Owens St Mobile, AL 36604	October	7/15/24 8-10	7/15/2024
Traffic Engineering	852 Gayle St Mobile, AL 36604	October	7/15/24 10-12	7/15/2024
Azalea City Golf Course	1000 Gaillard Dr Mobile, AL 36608	October	8/12/2024	
Parks Mowing Section	652 S Jefferson St Mobile, AL 36603	October	7/1/24 8-10	7/1/2024
Medal of Honor Park (RR& Conc)	1711 Hillcrest Rd Mobile, AL 36695	October	7/23/24 1-3	
Hank Aaron Stadium	755 Bolling Brothers Blvd Mobile, AL 36606	October		Cancel-Sold
Crawford Murphy Park	351 S Ann St Mobile, AL 36604	October	7/22/24 8-10	
Mix Use Facility	200 Government St Mobile, AL 36602	October	7/24/24 8-10	
Special Events Office	2900 Dauphin St Mobile, AL 36606	October	8/13/2024	
Langan Park	4901 Zeigler Blvd Mobile, AL 36608	October	7/10/24 8-10	7/5/2024
Laun Park	5401 Windmill Dr Mobile, AL 36693	October	8/15/24 8-10	
Luscher Park	2459 N Dog River Rd Mobile, AL 36605	October	7/8/24 8-10	7/10/2024
Lyons Park Tennis Center	180 Lyons Park Ave Mobile, AL 36604	October	7/22/24 10-12	
Magnolia Cemetery	1202 Virginia St Mobile, AL 36604	October	7/22/24 8-10	
Mims Park (conc & RR)	5400 Grishilde Dr Mobile, AL 36693	October	8/15/24 10-12	
Mitternacht Rec Center	5310 Colonial Oaks Dr N Mobile, AL 36618	October	8/22/24 1-3	
Springhill Rec Center	1151 Springhill Ave Mobile, AL 36604	October	7/22/24 1-3	Will take 3-4 hours
James M Seals Comm Center	540 Texas St Mobile, AL 36603	October	7/1/24 1-3	7/1/2024
Trinity Gardens	3100 Banks Ave Mobile, AL 36617	October	8/29/24 8-10	
Phoenix Fire Museum	203 S Claiborne St Mobile, AL 36602	October	7/26/24 3-5	
Main Library	701 Government St Mobile, AL 36602	October	7/26/24 10-12	
Library Training Bldg	702 Government St Mobile, AL 36602	October	8/7/2024	
Library History/Genealogy Bldg	753 Government St Mobile, AL 36602	October	8/7/2024	
Museum of Mobile	111 S Royal St Mobile, AL 36602	October	7/26/24 8-10	will take 3-4 hours
Saenger Theater	6 S Joachim St Mobile, AL 36602	October	8/12/24 8-10	
Public Works Streets/Drainage	770 Gayle St Mobile, AL 36604	October	7/15/24 1-3	7/15/2024
Telecommunications Bldg	107 S Royal St Mobile, AL 36602	October	7/24/24 1-3	will take 3-4 hours
Electrical Main Warehouse	854 Gayle St Mobile, AL 36604	October	7/15/24 1-3	7/15/2024
Dearborn YMCA	321 N Warren St Mobile, AL 36603	October	7/1/24 10-12	7/1/2024
Public Building Department	850 Owens St Mobile, AL 36604	October	7/15/24 3-5	7/15/2024
Quigly House	751 Government St Mobile, AL 36602	October		Cancel
Main Library Administration	700 Government St Mobile, AL 36602	October	7/24/24 10-12	
(Langan) Parks Mowing Section	4901 Zeigler Blvd Mobile, AL 36608	June	7/5/2024 8-10	7/5/2024
F.S. #18	708 Museum Dr Mobile, AL 36608	October		Cancel
Playhouse in the Park	4851 Museum Dr Mobile, AL 36608	October	8/21/24 10-12	
Lavretta Park	200 W Parkway Dr Mobile, AL 36608	October	8/21/24 8-10	
F.S. #20	3471 Dauphin Island Pkwy Mobile, AL 366	October	7/8/24 10-12	7/10/2024
Newhouse Rec Center	2960 Alston Rd Mobile, AL 36605	October	7/8/24 10-12	7/10/2024
Rickarby Park	550 Rickarby St Mobile, AL 36606	October	7/9/24 3-5	7/9/2024
Richards Dar House	256 N Joachim St Mobile, AL 36603	August	7/1/24 1-3	7/1/2024
African American Archives	564 Martin Luther King Ave Mobile, 36601	August	8/12/24 10-12	
Virginia Dillard Library	601 Stanton Rd Mobile, AL 36617	October	8/29/24 10-12	
Taylor Park	1050 Baltimore St Mobile, AL 36605	August	7/8/24 1-3	7/10/2024
F.S. #19- McCosker	1275 Azalea Rd Mobile, AL 36693	October	8/15/24 8-10	
Mobile Museum of Art	4850 Museum Dr Mobile, AL 36608	October	7/29/24 8-10	Will take 3-4 hours
Harmon Park Rec Center	1161 Belfast St Mobile, AL 36607	October	7/17/24 10-12	7/17/2024
F.S. Central	701 Saint Francis St Mobile, AL 36602	October	7/24/24 3-5	
Oakleigh House	300 Oakleigh Pl Mobile, AL 36604	May		5/22/24
Copeland-Cox Tennis Center	851 Gaillard Dr Mobile, AL 36608	October	6/14/24 8-3	6/14/2024

TERMINIX

Termite Protection Plan

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGES CAUSED BY SUBTERRANEAN TERMITES WITHIN THE LIMITS STATED IN THIS CONTRACT.

Purchaser First Name: City of Mobile Last Name: _____ Home Phone: _____ Work Phone: _____
 Mailing Address: P.O. Box 1827 Mobile, AL 36603 City: _____ State: _____ Zip Code: _____
 Property Address: Clubhouse Court, Sea View City: _____ State: _____ Zip Code: _____
 Description of Structure(s): Covered E-Mail Address: _____
 Branch Address: 1032 N. University Blvd Mobile, AL 36608 Phone Number: 363-6160

Effective with the date of initial treatment and for one year thereafter, for the sum of \$5,000.00, Terminix will provide a signed written guarantee to the identified property to protect against substantial termite infestation (see Terminix app) and to maintain satisfactory termite protection (see Terminix app).

Terminix will extend service annually to the Purchaser for as long as Purchaser may own the property for \$1,100.00 per year payable on or before the end of the previous annual period. After the third annual period and each annual period thereafter, Terminix reserves the right to revise the annual extension charge.

During the term of this Plan, any further termite treatment performed by Terminix will be performed free of charge. Terminix will inspect the identified property annually or at any time the owner requests it if Terminix believes it is necessary.

This Plan provides protection against new subterranean termite damage to the structure and contents, occurring subsequent to the effective date of this Agreement. If new damage occurs during the term of this Agreement, Terminix will, upon notification and inspection, arrange for the necessary repair or replacement by a contractor chosen by Terminix and pay the entire cost of labor and materials. New damage is defined as damage done by covered subterranean termites subsequent to the effective date of this Agreement, the definition excludes damage existing at that date. Unless otherwise specified, the definition of damage does not include damage done by old termites and is not covered under this Plan. Repairs for new damage to structural elements, including but not limited to masonry, are covered under this Plan. Repairs for new damage to non-structural elements, including but not limited to masonry, are covered under this Plan.

PURCHASER UNDERSTANDING OF PAYMENT OPTIONS FOR NON-COMMERCIAL CUSTOMERS
 Purchaser understands Terminix provides all quoted and payment options for non-commercial customers, and understands, by Purchaser's choice below, which payment option is preferred.

☒ Initial cash, check or credit card down payment of \$5,000.00 will be the option selected. At that agreement by Terminix, a \$1,100.00 or \$1,100.00 monthly financing plan will be paid in accordance with the terms of the financing plan. The financing plan will be subject to credit review and approval by Terminix. The financing plan will be subject to credit review and approval by Terminix. The financing plan will be subject to credit review and approval by Terminix.

☐ Total 20% down payment of \$1,000.00 will be the option selected. The balance of the financing plan will be paid in accordance with the terms of the financing plan. The financing plan will be subject to credit review and approval by Terminix. The financing plan will be subject to credit review and approval by Terminix. The financing plan will be subject to credit review and approval by Terminix.

☐ For each month of the term of the financing plan, the balance of the financing plan will be paid in accordance with the terms of the financing plan. The financing plan will be subject to credit review and approval by Terminix. The financing plan will be subject to credit review and approval by Terminix. The financing plan will be subject to credit review and approval by Terminix.

☐ One-time cash down payment will be the option selected. The balance of the financing plan will be paid in accordance with the terms of the financing plan. The financing plan will be subject to credit review and approval by Terminix. The financing plan will be subject to credit review and approval by Terminix. The financing plan will be subject to credit review and approval by Terminix.

SUMMARY OF CHARGES AND PAYMENTS

1. SERVICES PURCHASED:
 A. Initial Treatment or Installation and First Year Service
 B. Additional Annual Renewals

2. TOTAL (\$5,000.00)
 3. CASH PAID (\$5,000.00)
 4. CASH PAID (\$5,000.00)
 5. CASH PAID (\$5,000.00)
 6. BALANCE TO BE PAID (\$5,000.00)
 7. BALANCE TO BE PAID (\$5,000.00)

In the event of additions or alterations to the identified property, Purchaser must give prior notice and arrange with Terminix for additional services at the expense of Purchaser. Such additions or alterations may also require an adjustment to the annual extension charge.

Upon transfer of ownership of the identified property, this Plan may be continued upon the terms & conditions on the reverse side.

ANY ADDITIONAL PROVISIONS ATTACHED HERE TO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE, AND THE INSPECTION GRAPH DATED _____ ARE PART OF THIS PLAN.

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label with the state required documents for the label. A label which will be used to treat the above named property.

The initial treatment will occur within 30 days of the date of the contract and be completed as set forth herein.

NOTICE: YOU, THE PURCHASER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

In the event you have any questions or complaints, you may contact a Terminix representative by calling (toll-free) 1-800-815-5665.

Purchaser Signature: _____ Date: _____
 Purchaser First Name: _____ Last Name: _____
 Terminix Representative Signature: Kiera Springer Title: SALES
 Terminix Representative (print name): Kiera Springer Title: SALES
 Terminix Address: 1032 N. University Blvd Telephone: 363-6160
 City: Mobile State: AL Zip Code: 36608

TERMS AND CONDITIONS

[illegible]

12. **FUTURE DAMAGE, LIMITATION OF LIABILITY.** IN CONSIDERATION OF THE SUMS CHARGED BY TERMINIX HEREINAFTER AND AS FURNISHED DAMAGE AND NOT AS A PENALTY, AND NOTWITHSTANDING ANY CONTRACT, TORT OR OTHER CLAIM THAT TERMINIX SHALL NOT HAVE PROPERLY PERFORMED ITS DUTIES TO PURCHASER, THE SOLE RESPONSIBILITY OF TERMINIX IN THE EVENT OF A CLAIM SHALL BE TO PROVIDE RETROFITMENT FOUND NECESSARY BY TERMINIX FREE OF CHARGE AND TO ARRANGE AND FURNISH MATERIALS TO REPAIR NEW SUBTERRANEAN TERMITE DAMAGE OCCURRING AFTER THE EFFECTIVE DATE OF THE AGREEMENT TO THE EXTENT PROVIDED HEREIN. PURCHASER RELEASES TERMINIX FROM, AND AGREES TO INDEMNIFY TERMINIX WITH RESPECT TO ANY OTHER OBLIGATIONS TO PURCHASER WHATSOEVER. TERMINIX IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED REPAIR AND/OR REPLACEMENT WORK BY TERMINIX OR AUTHORIZED BY ITS PERSONNEL OR BY ANY OTHERS OF TERMINIX. ANY OTHER REPAIRS OR REPLACEMENTS WILL BE AT THE PURCHASER'S RISK AND AT THE PURCHASER'S EXPENSE. PURCHASER'S AGREEMENT TO THIS PLAN DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.

WATER LEAKAGE. Water leakage in saturated areas, or surface water on through the roof or exterior walls of the Structure, may destroy the effectiveness of the Foundation and cause damage to the information. The Parties are responsible for causing timely repairs as necessary to stop the leakage. Pathology's failure to make timely repairs will terminate the Agreement to accept the above further source. Terminus shall have no responsibility for repairs with respect to water leakage.

ADDITIONS, ALTERATIONS. This Agreement shall be null and void if any additions or alterations are made to the Structure.

MODIFICATIONS, ALTERATIONS. This Agreement allows the Structure described on the Inspection Graph as of the date of the initial Termination, in the event such event and with any additional modification, altered or otherwise changed or of total removal or added at any time, or in the event of any such change, alteration, modification, removal or addition, the Purchaser will notify Terminus prior to notice. In the event of any such change, Terminus retains the right to adjust the annual amount of charge. The failure of agreement to notify may cause changes due to release Purchaser from the obligation set forth in this paragraph.

[illegible]

DISCLAIMER.

A. The liability of Termux under this Agreement will be terminated if Termux is prohibited from fulfilling its obligations under the terms of this Agreement by means of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, wars, floods, quarantines, epidemics, earthquakes, or any other act of God or circumstances of cause beyond the control of Termux.

1. This Agreement provides for treatment and re-treatment for all northern ground beetles (*Blattella germanica* spp., *Periplaneta* spp.) and firebrake beetles (*Pyrolysis* spp.). This Agreement does not provide any treatment for drywood beetles (*Kilobrynia* spp., *Termite* spp., *Chrysomelids* spp.), social (above-ground) colonies of any kind, carpenter ants or termites, or any other wood destroying organisms.

(b) any and all damage resulting from minutes and/or seconds of inactivity.

- (7) installation or removal of any material designed to prevent water leakage caused by faulty plumbing, trade fixtures, downspouts and roof drainage;
- (8) inventory failure or grade alterations;
- (9) inherent structural problems, including but not limited to, ground conditions;
- (10) termite infestation; any rigid floor, wallboard or ceiling including components in contact with the earth and the basement regardless of whether the component is a part of the structure;
- (11) the failure of Purchases upon notice from Termites to properly cover at Purchase's expense any condition which prevents prompt treatment or makes such treatment impracticable.

EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **CHANGE IN LAW.** *Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law that pertains to the services herein, Terminix reserves the right to revise the annual renewal charge or terminate this Agreement.*

10. **ENTIRE AGREEMENT.** This Return Plus, these Terms and Conditions and the Inspection Certificate constitute the entire agreement between the parties and no other representation or statements will be binding upon the parties.

11. **SEVERABILITY.** If any part of this agreement is held to be invalid or unenforceable for any reason, the remainder of this agreement shall remain in full force and effect.

[illegible]

LIMITED ASSIGNABILITY. This Agreement is assignable by Purchaser in a new owner of the property for a period of ten years from the Effective Date of this Agreement and thereafter, upon the written request of the Purchaser, and only in the sole discretion of Terminus after an inspection of the property ~~_____~~



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 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 LCM Motorcars LLC for two sedans and two pickup trucks for MPD drug enforcement.

Amount of Contract:

\$235,700.00

Funding Source

State and Federal Drug Asset Forfeiture funds.

ATTACHMENTS:

1. 20240807 LCM Agenda Package POs

REVIEWERS:

Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 13 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 LCM Motorcars LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to LCM Motorcars LLC for two sedans and two pickup trucks for MPD. State and Federal Drug Asset Forfeiture funds.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$235,700.00

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: Sealed bid 5888

How many bidders received bid packages (if applicable): 22 + web

How many bidders submitted bids (if applicable): 2

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

Low 2nd bid for truck did not meet specifications

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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>9901, 9902, 9909, 9914</u>	2024	(1530) POLICE ADMIN SERVICES	TWO 2024 SEDANS, AND TWO 2024 PICKUP TRUCKS FOR MPD (SEALED BID 5888)	\$235,700.00	<u>(297939) LCM MOTORCARS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009901-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor
 LCM MOTORCARS, LLC
 5711 HWY 90 WEST

 THEODORE, AL 36582
 USA
 Tel#251-680-6900
 Fax 251-375-0069

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
001 USED 2024 AS PER	1.00 EACH	59800.00000	59800.00

CITY OF MOBILE BID #5888 AND YOUR
 QUOTE

Additional Description Notes

SPECS AS FOLLOWS; CURRENT YEAR MODEL OR NEWER FOUR-DOOR SEDAN WITH EQUIPMENT
 OPTIONS AS PER THE FOLLOWING MINIMUM; SPECIFICATIONS UNLESS OTHERWISE NOTED;
 COLORS: ANY COLOR EXCEPT KAWAH BLUE AND CAVENDISH RED; LOCAL OR DEALER
 INSTALLATIONS AND/OR MODIFICATIONS ARE ACCEPTABLE. THE BIDDER WILL LIST IN
 DETAIL ALL SPECIFICATIONS BEING BID, A COPY OF THE WARRANTY AND APPROPRIATE
 LITERATURE ON BID; ENGINE- 3.3L TWIN TURBO V6; TRANSMISSION- 8-SPEED
 AUTOMATIC; BRAKES- THE BRAKING SYSTEM WILL BE FOUR WHEEL DISC ANTI-LOCKING
 DISC-TYPE.; STEERING- TILT STEERING COLUMN, LEATHER WRAPPED SURFACE AND
 ILLUMINATED AUDIO MOUNTED CONTROLS.; COOLING SYSTEM- COOLANT RECOVERY SYSTEM
 WITH ANTIFREEZE.; WHEELS/WHEEL COVERS- 19-IN. BLACK ALLOY WHEELS; SPARE
 TIRE- STANDARD PRODUCTION; TOOLS- ONE WHEEL WRENCH AND ONE JACK PER
 VEHICLE.; AIR CONDITIONING- DUAL-ZONE AUTOMATIC CLIMATE CONTROL; REAR WINDOW
 DEFOGGER- ELECTRICAL GRID TYPE WITH DASH CONTROL SWITCH TO BE CLEARLY
 MARKED.; MIRRORS- AUTO DIMMING REAR VIEW MIRROR. POWER MULTI-FUNCTION
 EXTERIOR MIRRORS.; LIGHTING- LED HEADLAMPS AND LED TAILLIGHTS; KEYS- KEYLESS
 ENTRY AND PUSH BUTTON START; TINTED WINDOWS- DARKEST AVAILABLE FACTORY TINT
 ON ALL WINDOWS.; POWER WINDOWS- THE DRIVER'S DOOR WILL HAVE CONTROLS FOR ALL
 WINDOWS. ILLUMINATED AUTO-UP/DOWN CONTROLS FOR BOTH DRIVERS AND PASSENGERS
 SIDE WITH ONE TOUCH-DOWN FEATURE; POWER DOOR LOCKS. ALL FOUR DOOR LOCKS WILL
 BE OPERATED FROM THE DRIVER'S AND PASSENGER POSITIONS.; TOUCH SCREEN RADIO-
 10.5-INCH TOUCHSCREEN DISPLAY FOR NAVIGATION AND AUDIO CONTROLS; SEATS-
 FRONT BUCKET SEATS, REAR BENCH SEAT; FLOOR COVERING- FACTORY FLOOR COVERING
 IS ACCEPTABLE WITH MATS.; SECURITY- SECURITY ALARM, REAR BACK-
 UP CAMERA; DESCRIBED ABOVE IS

=====	=====
Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009901-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved
	Page 2
=====	=====

Vendor
LCM MOTORCARS, LLC
5711 HWY 90 WEST

THEODORE, AL 36582
USA
Tel#251-680-6900
Fax 251-375-0069

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
PC

Deliver To
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2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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LOCAL OR DEALER INSTALLTIONS AND /OR MODIFICATION ARE ACCEPTABLE; THE BIDDER WILL LIST IN DETIAL ALL PSECIFICATION BEING BID , A COPY OF THE WARRANTY AND APPROPRIATE LITERATURE ON BID.

1 4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-FED.VEHICLEEXP.	59800.00
--	----------

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total	59800.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-FED.VEHICLEEXP.	59800.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009901-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor
 LCM MOTORCARS, LLC
 5711 HWY 90 WEST

 THEODORE, AL 36582
 USA
 Tel#251-680-6900
 Fax 251-375-0069

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MOBILE, AL 36606

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 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
DRUG ENFORCEMENT FUND EXP	59800.00	7283206.06
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Forward	06/03/24	JAMES BARBER	Automatic Forward to 910519885
Approved	06/04/24	RODNEY GREELEY	R.G.
Approved	06/04/24	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	06/04/24	WILLIAM JACKSON	Auto approved by: 910510512
Approved	06/04/24	WILLIAM REED	Auto approved by: 910510512
Forward	07/29/24	JAMES BARBER	Automatic Forward to 910519885
Approved	07/30/24	RODNEY GREELEY	R.G.
Approved	07/30/24	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	07/30/24	WILLIAM JACKSON	Auto approved by: 910510512
Approved	07/30/24	WILLIAM REED	Auto approved by: 910510512
Approved	06/07/24	DREANETTA BARNES	Auto approved by: 9105thrr
Approved	06/07/24	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	06/07/24	SHAUNAGYE SIMMS	Auto approved by: 9105thrr
Approved	06/07/24	RANDY THREADGILL	
Approved	08/02/24	DREANETTA BARNES	Auto approved by: 9105thrr
Approved	08/02/24	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	08/02/24	SHAUNAGYE SIMMS	Auto approved by: 9105thrr
Approved	08/02/24	RANDY THREADGILL	
Unknown	07/26/24	JOHN PAINE	
Rejected	07/26/24	JOHN PAINE	per phone call
Approved	08/07/24	DONALD ROSE	Auto approved by: 9105paij
Approved	08/07/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/07/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	08/07/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	08/07/24	JOHN PAINE	
Approved	08/07/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009902-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released
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Page 1

Vendor
 LCM MOTORCARS, LLC
 5711 HWY 90 WEST

 THEODORE, AL 36582
 USA
 Tel#251-680-6900
 Fax 251-375-0069

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	USED 2024 WITH NAVIGATION AND PREMIUM AUDIO AS PER CITY OF MOBILE BID #5888 AND YOUR QUOTE	1.00 EACH	52400.00000	52400.00

Additional Description Notes

 LOCAL OR DEALER INSTALLTIONS AND /OR MODIFICATION ARE ACCEPTABLE; THE BIDDER WILL LIST IN DETIAL ALL PSECIFICATION BEING BID , A COPY OF THE WARRANTY AND APPROPRIATE LITERATURE ON BID.;CURRENT YEAR MODEL OR NEWER FOUR-DOOR SEDAN WITH EQUIPMENT OPTIONS AS PER THE FOLLOWING MINIMUM; SPECIFICATIONS UNLESS OTHERWISE NOTED; COLORS: ANY COLOR EXCEPT INFRARED AND ULTRASONIC BLUE MICA; LOCAL OR DEALER INSTALLATIONS AND/OR MODIFICATIONS ARE ACCEPTABLE. THE BIDDER WILL LIST IN DETAIL ALL SPECIFICATIONS BEING BID, A COPY OF THE WARRANTY AND APPROPRIATE LITERATURE ON BID; ENGINE- 3.SL V6 ENGINE WITH 311 HP; TRANSMISSION- 8-SPEED AUTOMATIC; BRAKES- THE BRAKING SYSTEM WILL BE FOUR WHEEL DISC ANTI-LOCKING DISC-TYPE; STEERING- TILT STEERING COLUMN, LEATHER WRAPPED SURFACE AND ILLUMINATED AUDIO MOUNTED CONTROLS; COOLING SYSTEM- COOLANT RECOVERY SYSTEM WITH ANTIFREEZE; WHEELS/WHEEL COVERS- 19-IN. BLACK ALLOY WHEEL; SPARE TIRE- STANDARD PRODUCTION; TOOLS- ONE WHEEL WRENCH AND ONE JACK PER VEHICLE; AIR CONDITIONING- DUAL-ZONE AUTOMATIC CLIMATE CONTROL; REAR WINDOW DEFOGGER- ELECTRICAL GRID TYPE WITH DASH CONTROL SWITCH TO BE CLEARLY MARKED; MIRRORS- AUTO DIMMING REAR VIEW MIRROR. POWER MULTI-FUNCTION EXTERIOR MIRRORS; LIGHTING- LED HEADLAMPS AND LED TAILLIGHTS; KEYS- KEYLESS ENTRY AND PUSH BUTTON START; TINTED WINDOWS- DARKEST AVAILABLE FACTORY TINT ON ALL WINDOWS; POWER WINDOWS- THE DRIVER'S DOOR WILL HAVE CONTROLS FOR ALL WINDOWS. ILLUMINATED AUTO-UP/DOWN CONTROLS FOR BOTH DRIVERS AND PASSENGERS SIDE WITH ONE TOUCH-DO FEATURE; POWER DOOR LOCKS-ALL FOUR DOOR LOCKS WILL BE OPERATED FROM THE DRIVER'S AND PASSENGER POSITIONS; TOUCH SCREEN RADIO-
 ; SEATS- FRONT

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009902-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	BUCKET SEATS, REAR BENCH SEAT; FLOOR COVERING- FACTORY FLOOR COVERING IS ACCEPTABLE WITH MATS; SECURITY- SECURITY ALARM, REAR BACK-UP CAMERA; DESCRIBED ABOVE IS 2024			

1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP.			52400.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total	52400.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-ST .VEHICLEEXP.	52400.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120. DRUG ENFORCEMENT FUND EXP	52400.00	7283206.06
VEHICLE ACQ (GREATER \$5000)		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009902-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released	Page 3
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Vendor
 LCM MOTORCARS, LLC
 5711 HWY 90 WEST

 THEODORE, AL 36582
 USA
 Tel#251-680-6900
 Fax 251-375-0069

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk			Comment
	CCancelled08/07/24 JOHN PAINE			GL Allocation changed
	Forward 06/03/24 JAMES BARBER			Automatic Forward to 910519885
	Approved 06/04/24 RODNEY GREELEY			R.G.
	Approved 06/04/24 BRANDI MONTGOMERY			Auto approved by: 910510512
	Approved 06/04/24 WILLIAM JACKSON			Auto approved by: 910510512
	Approved 06/04/24 WILLIAM REED			Auto approved by: 910510512
	Forward 07/29/24 JAMES BARBER			Automatic Forward to 910519885
	Approved 07/30/24 RODNEY GREELEY			R.G.
	Approved 07/30/24 BRANDI MONTGOMERY			Auto approved by: 910510512
	Approved 07/30/24 WILLIAM JACKSON			Auto approved by: 910510512
	Approved 07/30/24 WILLIAM REED			Auto approved by: 910510512
	Forward 08/07/24 JAMES BARBER			Automatic Forward to 910519885
	Approved 08/07/24 RODNEY GREELEY			Auto approved by: 91058980
	Approved 08/07/24 BRANDI MONTGOMERY			Auto approved by: 91058980
	Approved 08/07/24 WILLIAM JACKSON			Auto approved by: 91058980
	Approved 08/07/24 WILLIAM REED			Narcotics Fund Purchase
	Approved 06/07/24 DREANETTA BARNES			Auto approved by: 9105thrr
	Approved 06/07/24 TRAVIS MARSHALL			Auto approved by: 9105thrr
	Approved 06/07/24 SHAUNAGYE SIMMS			Auto approved by: 9105thrr
	Approved 06/07/24 RANDY THREADGILL			
	Approved 08/02/24 DREANETTA BARNES			Auto approved by: 9105thrr
	Approved 08/02/24 TRAVIS MARSHALL			Auto approved by: 9105thrr
	Approved 08/02/24 SHAUNAGYE SIMMS			Auto approved by: 9105thrr
	Approved 08/02/24 RANDY THREADGILL			
	Unknown 07/26/24 JOHN PAINE			
	Rejected 07/26/24 JOHN PAINE			per phone call
	Queued 08/07/24 DREANETTA BARNES			per phone call
	Queued 08/07/24 TRAVIS MARSHALL			per phone call

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009902-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released
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Page 4

Vendor
 LCM MOTORCARS, LLC
 5711 HWY 90 WEST

 THEODORE, AL 36582
 USA
 Tel#251-680-6900
 Fax 251-375-0069

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Queued	08/07/24 SHAUNAGYE SIMMS	per	phone call	
Queued	08/07/24 RANDY THREADGILL	per	phone call	
Pending	DONALD ROSE	per	phone call	
Pending	SANDRA LEWIS	per	phone call	
Pending	STEVEN KRONINGER	per	phone call	
Pending	SAMANTHA COOLEY	per	phone call	
Pending	JOHN PAINE	per	phone call	
Pending	MICHAEL SPAFFORD	per	phone call	

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009909-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved
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Page 1

Vendor
 LCM MOTORCARS, LLC
 5711 HWY 90 WEST

 THEODORE, AL 36582
 USA
 Tel#251-680-6900
 Fax 251-375-0069

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
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Deliver To
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MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
001 USED 2024 4 X 4 WITH	1.00 EACH	52255.00000	52255.00

AS PER CITY OF MOBILE BID #5888
 AND YOUR QUOTE
 Additional Description Notes

LOCAL OR DEALER INSTALLTIONS AND /OR MODIFICATION ARE ACCEPTABLE; THE BIDDER WILL LIST IN DETIAL ALL PSECIFICATION BEING BID , A COPY OF THE WARRANTY AND APPROPRIATE LITERATURE ON BID.;CURRENT YEAR MODEL OR NEWER FOUR-DOOR SEDAN WITH EQUIPMENT OPTIONS AS PER THE FOLLOWING MINIMUM; SPECIFICATIONS UNLESS OTHERWISE NOTED; COLORS: ANY COLOR EXCEPT INFRARED AND ULTRASONIC BLUE MICA; LOCAL OR DEALER INSTALLATIONS AND/OR MODIFICATIONS ARE ACCEPTABLE. THE BIDDER WILL LIST IN DETAIL ALL SPECIFICATIONS BEING BID, A COPY OF THE WARRANTY AND APPROPRIATE LITERATURE ON BID; CURRENT YEAR MODEL OR NEWER FOUR -DOOR DOUBLE CAB PICK-UP WITH EQUIPMENT OPTIONS AS PER THE FOLLOWING; MINIMUM SPECIFICAT IONS UNLESS OTHERWISE NOTED; COLORS: ANY COLOR EXCEPT ; LOCAL OR DEALER INSTALLATIONS AND/OR MODIFICATIONS ARE ACCEPTABLE. THE BIDDER WILL LIST IN DETAIL ALL SPECIFICATIONS BEING BID, A COPY OF THE WARRANTY AND APPROPRIATE LITERATURE ON BID;. TURBO ENGINE; TRANSMISSION-

FOUR-WHEEL DRIVE, 8 SPEED AUTOMATIC TRANSMISSION; BRAKES- THE BRAKING SYSTEM WILL BE FOUR-WHEEL DISC ANTI-LOCKING DISC-TYPE; STEERING- TILT STEERING COLUMN, LEATHER WRAPPED SURFACE AND ILLUMINATED AUDIO MOUNTED CONTROLS; COOLING SYSTEM- COOLANT RECOVERY SYSTEM WITH ANTIFREEZE; WHEELS/WHEEL COVERS- 20-LNCH; TIRES- 20 INCH ALL SEASON BLACKWALL TIRES; SPARE TIRE- STANDARD PRODUCTION; TOOLS- ONE WHEEL WRENCH AND ONE JACK PER VEHICLE; AIR CONDITIONING- DUAL ZONE MANUAL, SEMI-AUTOMATIC CLIMATE CONTROL; REAR WINDOW DEFOGGER- ELECTRICAL GRID TYPE WITH DASH CONTROL SWITCH TO BE CLEARLY MARKED; MIRRORS- AUTO DIMMING REAR VIEW MIRROR. POWER MULTI-FUNCTION

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009909-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved
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Page 2

Vendor
 LCM MOTORCARS, LLC
 5711 HWY 90 WEST

 THEODORE, AL 36582
 USA
 Tel#251-680-6900
 Fax 251-375-0069

Ship To
 POLICE HEADQUARTERS
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MOBILE, AL 36606

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MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	EXTERIOR MIRRORS; LIGHTING- HID HEADLAMPS AND LED TAIL LAMPS; KEYS- KEYLESS ENTRY, MUST HAVE PUSH BUTTON START; TINTED WINDOWS- DARKEST AVAILABLE FACTORY TINT ON ALL WINDOWS.; POWER WINDOWS- THE DRIVER'S DOOR WILL HAVE CONTROLS FOR ALT WINDOWS. ILLUMINATED AUTO-UP/DOWN CONTROLS FOR BOTH DRIVERS AND PASSENGERS SIDE WITH ONE EXPRESS UP/DOWN FEATURE; POWER DOOR LOCKS- BOTH DOOR LOCKS WILL BE OPERATED FROM THE DRIVER'S AND PASSENGER POSITIONS; TOUCH SCREEN RADIO- 14-INCH AUDIO MULTIMEDIA DISPLAY; SEATS- BUCKET FRONT SEATS WITH COVERED ARMREST STORAGE AND 60/40 SPLIT-FOLDING REAR BENCH SEAT; FLOOR COVERING- FACTORY FLOOR COVERING IS ACCEPTABLE WITH MATS; SECURITY- SECURITY ALARM, REAR BACK-UP CAMERA;			

1 4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP.	52255.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Requisition Total

52255.00

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009909-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor
 LCM MOTORCARS, LLC
 5711 HWY 90 WEST

 THEODORE, AL 36582
 USA
 Tel#251-680-6900
 Fax 251-375-0069

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
E	G-DRUG-ST .VEHICLEEXP.		52255.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	52255.00	7283206.06
DRUG ENFORCEMENT FUND EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Forward	06/03/24	JAMES BARBER	Automatic Forward to 910519885
Approved	06/04/24	RODNEY GREELEY	R.G.
Approved	06/04/24	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	06/04/24	WILLIAM JACKSON	Auto approved by: 910510512
Approved	06/04/24	WILLIAM REED	Auto approved by: 910510512
Forward	07/29/24	JAMES BARBER	Automatic Forward to 910519885
Approved	07/30/24	RODNEY GREELEY	R.G.
Approved	07/30/24	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	07/30/24	WILLIAM JACKSON	Auto approved by: 910510512
Approved	07/30/24	WILLIAM REED	Auto approved by: 910510512
Approved	06/07/24	DREANETTA BARNES	Auto approved by: 9105thrr
Approved	06/07/24	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	06/07/24	SHAUNAGYE SIMMS	Auto approved by: 9105thrr
Approved	06/07/24	RANDY THREADGILL	
Approved	08/02/24	DREANETTA BARNES	Auto approved by: 9105thrr
Approved	08/02/24	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	08/02/24	SHAUNAGYE SIMMS	Auto approved by: 9105thrr
Approved	08/02/24	RANDY THREADGILL	
Unknown	07/26/24	JOHN PAINE	
Rejected	07/26/24	JOHN PAINE	per phone call

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009909-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved
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Page 4

Vendor
 LCM MOTORCARS, LLC
 5711 HWY 90 WEST

 THEODORE, AL 36582
 USA
 Tel#251-680-6900
 Fax 251-375-0069

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/07/24 DONALD ROSE	Auto approved by:	9105paij	
Approved	08/07/24 SANDRA LEWIS	Auto approved by:	9105paij	
Approved	08/07/24 STEVEN KRONINGER	Auto approved by:	9105paij	
Approved	08/07/24 SAMANTHA COOLEY	Auto approved by:	9105paij	
Approved	08/07/24 JOHN PAINE			
Approved	08/07/24 MICHAEL SPAFFORD	Auto approved by:	9105paij	

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009914-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 LCM MOTORCARS, LLC
 5711 HWY 90 WEST

 THEODORE, AL 36582
 USA
 Tel#251-680-6900
 Fax 251-375-0069

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
001 USED 2024	1.00 EACH	65700.00000	65700.00

DRAWER SYSTEM
 AS PER CITY OF MOBILE BID #5888
 AND YOUR QUOTE
 Additional Description Notes

LOCAL OR DEALER INSTALLTIONS AND /OR MODIFICATION ARE ACCEPTABLE; THE BIDDER WILL LIST IN DETIAL ALL PSECIFICATION BEING BID , A COPY OF THE WARRANTY AND APPROPRIATE LITERATURE ON BID.;CURRENT YEAR MODEL OR NEWER FOUR-DOOR SEDAN WITH EQUIPMENT OPTIONS AS PER THE FOLLOWING MINIMUM; SPECIFICATIONS UNLESS OTHERWISE NOTED; COLORS: ANY COLOR E; LOCAL OR DEALER INSTALLATIONS AND/OR MODIFICATIONS ARE ACCEPTABLE. THE BIDDER WILL LIST IN DETAIL ALL SPECIFICATIONS BEING BID, A COPY OF THE WARRANTY AND APPROPRIATE LITERATURE ON BID; CURRENT YEAR MODEL OR NEWER FOUR-DOOR CREW CAB 57" BOX PICKUP TRUCK WITH EQUIPMENT OPTIONS AS PER THE FOLLOWING MINIMUM SPECIFICATIONS UNLESS OTHERWISE NOTED; COLORS: ; LOCAL OR DEALER INSTALLATIONS AND/OR MODIFICATIONS ARE ACCEPTABLE. THE BIDDER WILL LIST IN DETAIL ALL SPECIFICATIONS BEING BID, A COPY OF THE WARRANTY AND APPROPRIATE LITERATURE ON BID; ENGINE- ; TRANSMISSION- 8-SPEED 8HP75 TRANSMISSION; BRAKES- THE BRAKING SYSTEM WILL BE FOUR WHEEL DISC ANTI-LOCKING DISC-TYPE; STEERING- TILT/TELESCOPING STEERING COLUMN, LEATHER WRAPPED SURFACE AND AUDIO MOUNTED CONTROLS; COOLING SYSTEM-

COOLANT RECOVERY SYSTEM WITH ANTIFREEZE; WHEELS/WHEEL COVERS- 22-LNCH WHEELS; SPARE TIRE- STANDARD PRODUCTION; TOOLS- ONE WHEEL WRENCH AND ONE JACK PER VEHICLE.; AIR CONDITIONING- FACTORY AIR CONDITIONING DUAL ZONE AUTOMATIC; REAR WINDOW DEFOGGER- ELECTRICAL GRID TYPE WITH DASH CONTROL SWITCH TO BE CLEARLY MARKED; MIRRORS- POWER MULTI-FUNCTION EXTERIOR MIRRORS; LIGHTING- HID HEADLAMPS AND LED TAIL LAMPS; KEYS- KEYLESS ENTRY, REMOTE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009914-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	PROXIMITY KEYLESS ENT RY. MUST HAVE PUSH BUTTON START; TINTED WINDOWS- DARKEST AVAILABLE FACTORY TINT ON ALL WINDOWS; POWER WINDOWS-THE DRIVER'S DOOR WILL HAVE CONTROLS FOR ALL WINDOWS. ILLUMINATED AUTO-UP/DOWN CONTROLS FOR BOTH DRIVERS AND PASSENGERS SIDE WITH ONE EXPRESS UP/DOWN FEATURE; POWER DOOR LOCKS- ALL FOUR DOOR LOCKS WILL BE OPERATED FROM THE DRIVER'S AND PASSENGER POSITIO NS; TOUCH SCREEN RADIO- UCONNECT 5 NAV WITH 12-INCH TOUCH SCREEN DISPLAY; SEATS- FRONT BUCKET SEATS WITH SECOND ROW BENCH SEATS; FLOOR COVERING- FACTORY FLOOR COVERING IS ACCEPTABLE WITH MATS; SECURITY- SECURITY ALARM, REAR BACK-UP CAMERA;			

1 4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP.	65700.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Requisition Total	65700.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009914-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
---	--	--------

Vendor
 LCM MOTORCARS, LLC
 5711 HWY 90 WEST

 THEODORE, AL 36582
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 Fax 251-375-0069

Ship To
 POLICE HEADQUARTERS
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MOBILE, AL 36606

Delivery Reference
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	E G-DRUG-ST .VEHICLEEXP.		65700.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	65700.00	7283206.06
DRUG ENFORCEMENT FUND EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Forward	06/03/24	JAMES BARBER	Automatic Forward to 910519885
Approved	06/04/24	RODNEY GREELEY	R.G.
Approved	06/04/24	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	06/04/24	WILLIAM JACKSON	Auto approved by: 910510512
Approved	06/04/24	WILLIAM REED	Auto approved by: 910510512
Forward	07/29/24	JAMES BARBER	Automatic Forward to 910519885
Approved	07/30/24	RODNEY GREELEY	R.G.
Approved	07/30/24	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	07/30/24	WILLIAM JACKSON	Auto approved by: 910510512
Approved	07/30/24	WILLIAM REED	Auto approved by: 910510512
Approved	06/07/24	DREANETTA BARNES	Auto approved by: 9105thrr
Approved	06/07/24	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	06/07/24	SHAUNAGYE SIMMS	Auto approved by: 9105thrr
Approved	06/07/24	RANDY THREADGILL	
Approved	08/02/24	DREANETTA BARNES	Auto approved by: 9105thrr
Approved	08/02/24	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	08/02/24	SHAUNAGYE SIMMS	Auto approved by: 9105thrr
Approved	08/02/24	RANDY THREADGILL	
Unknown	07/26/24	JOHN PAINE	
Rejected	07/26/24	JOHN PAINE	per phone call
Approved	08/07/24	DONALD ROSE	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009914-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved
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Page 4

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 LCM MOTORCARS, LLC
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MOBILE, AL 36606

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	297939				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/07/24 SANDRA LEWIS	Auto approved by:	9105paij	
Approved	08/07/24 STEVEN KRONINGER	Auto approved by:	9105paij	
Approved	08/07/24 SAMANTHA COOLEY	Auto approved by:	9105paij	
Approved	08/07/24 JOHN PAINE	Auto approved by:	9105paij	
Approved	08/07/24 MICHAEL SPAFFORD	Auto approved by:	9105paij	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5888

VEHICLES

LCM MOTORCARS LLC

Sedan 1	\$59,800	
Sedan 2	\$52,400	
Truck 1	\$57,800	
Truck 2	\$65,700 (Ram 1500)	\$59,249 () *Does not meet specifications.

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:
6/11/2024	5888	Public Works	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, June 25, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	VEHICLES					
1 EA	2024 Sedan 1 as per the following and attached Make _____ Model _____ Colors _____ Delivery _____					
1 EA	2024 Sedan 2 as per the following and attached Make _____ Model _____ Colors _____ Delivery _____					
1 EA	2024 Truck 1 as per the following and attached Make Model _____ Colors _____ Delivery _____					
1 EA	2024 Truck 2 as per the following and attached Make _____ Model _____ Colors _____ Delivery _____					
Page 1 of 3			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____
Email Address _____

Firm Name _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Upon award, the City will purchase one each of the above vehicles. State whether the vehicle is in stock or must be ordered. No color units will be acceptable. Include Certificate of Title in your bid price. State your delivery of each unit bid. The City reserves the right to inspect the unit prior to bid award. The City desires unit to be on the lot or to be delivered within two (2) weeks of the bid opening. All pricing to be delivered FOB Mobile. Vendor shall deliver to City of Mobile Motor Poll. City will not pick up any vehicle, all must be delivered. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of _____

Page 688 of 736

2024 Toyota Tacoma TRD Sport
Bid Specifications for New Automobiles

Current year model or newer four -door double cab pick-up with equipment options as per the following **MINIMUM** specifications unless otherwise noted. This includes a Decker drawer storage system and a Back-flip tonneau cover for the bed.

Colors: Any color except

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid.

ENGINE-

TRANSMISSION- Four-wheel drive, 8 speed automatic transmission

BRAKES- The braking system will be four-wheel disc anti-locking disc-type.

STEERING- Tilt steering column, Leather wrapped surface and illuminated audio mounted controls.

COOLING SYSTEM- Coolant recovery system with antifreeze.

WHEELS/WHEEL COVERS- 20-Inch

TIRES- 20 inch all season blackwall tires

SPARE TIRE- Standard production

TOOLS- One wheel wrench and one jack per vehicle.

AIR CONDITIONING- dual zone manual, semi-automatic climate control

REAR WINDOW DEFOGGER- Electrical grid type with dash control switch to be clearly marked.

MIRRORS- Auto dimming rear view mirror. Power multi-function exterior mirrors.

LIGHTING- HID Headlamps and LED Tail Lamps

KEYS- Keyless entry, must have push button start

TINTED WINDOWS- Darkest available factory tint on all windows.

POWER WINDOWS- The driver's door will have controls for all windows. Illuminated Auto-up/down controls for both drivers and passengers side with one express up/down feature

POWER DOOR LOCKS- Both door locks will be operated from the driver's and passenger positions.

TOUCH SCREEN RADIO- 14-inch Audio Multimedia Display

SEATS- Bucket front seats with covered armrest storage and 60/40 split-folding rear bench seat

FLOOR COVERING- Factory floor covering is acceptable with mats.

SECURITY- Security alarm, Rear back-up camera

Storage- DECKED Drawer storage system with locks

Bed cover – Back-flip hard cover

2024 Sedan 2 Bid Specifications for
New Automobiles

Current year model or newer four-door sedan with equipment options as per the following **MINIMUM** specifications unless otherwise noted.

Colors: Any color except

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid.

ENGINE-

TRANSMISSION- 8-speed automatic

BRAKES- The braking system will be four wheel disc anti-locking disc-type.

STEERING- Tilt steering column, Leather wrapped surface and illuminated audio mounted controls.

COOLING SYSTEM- Coolant recovery system with antifreeze.

WHEELS/WHEEL COVERS- 19-in. black alloy wheels

SPARE TIRE- Standard production

TOOLS- One wheel wrench and one jack per vehicle.

AIR CONDITIONING- dual-zone automatic climate control

REAR WINDOW DEFOGGER- Electrical grid type with dash control switch to be clearly marked.

MIRRORS- Auto dimming rear view mirror. Power multi-function exterior mirrors.

LIGHTING- LED headlamps and LED taillights

KEYS- Keyless entry and push button start

TINTED WINDOWS- Darkest available factory tint on all windows.

POWER WINDOWS- The driver's door will have controls for all windows. Illuminated Auto-up/down controls for both drivers and passengers side with one touch-down feature

POWER DOOR LOCKS- All four door locks will be operated from the driver's and passenger positions.

TOUCH SCREEN RADIO- 10.5-inch touchscreen display for navigation and audio controls

SEATS- Front bucket seats, rear bench seat

FLOOR COVERING- Factory floor covering is acceptable with mats.

SECURITY- Security alarm, Rear back-up camera

Described above is 2024

2024 Truck2 Bid Specifications

Current year model or newer four-door crew cab 5'7" box pickup truck with equipment options as per the following **MINIMUM** specifications unless otherwise noted. This includes a Decked drawer storage system and a Back-flip tonneau cover for the bed.

Colors: Any color except .

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid.

ENGINE-

TRANSMISSION- 8-Speed 8Hp75 Transmission

BRAKES- The braking system will be four wheel disc anti-locking disc-type.

STEERING- Tilt/Telescoping steering column, Leather wrapped surface and audio mounted controls.

COOLING SYSTEM- Coolant recovery system with antifreeze.

WHEELS/WHEEL COVERS- 22-Inch wheels

SPARE TIRE- Standard production

TOOLS- One wheel wrench and one jack per vehicle.

AIR CONDITIONING- Factory air conditioning dual zone automatic

REAR WINDOW DEFOGGER- Electrical grid type with dash control switch to be clearly marked.

MIRRORS- Power multi-function exterior mirrors.

LIGHTING- HID headlamps and LED tail lamps

KEYS- Keyless Entry, Remote Proximity Keyless Entry. Must have push button start

TINTED WINDOWS- Darkest available factory tint on all windows.

POWER WINDOWS- The driver's door will have controls for all windows. Illuminated Auto-up/down controls for both drivers and passengers side with one express up/down feature

POWER DOOR LOCKS- All four door locks will be operated from the driver's and passenger positions.

TOUCH SCREEN RADIO- Uconnect 5 Nav with 12-inch Touch Screen Display

SEATS- Front bucket seats with second row bench seats

FLOOR COVERING- Factory floor covering is acceptable with mats.

SECURITY- Security alarm, Rear back-up camera

Storage- DECKED 2 Drawer storage system with locks

Bed cover – Back-flip hard cover

2024 Sedan 2
Bid Specifications for

Current year model or newer four-door sedan with equipment options as per the following **MINIMUM** specifications unless otherwise noted.

Colors: Any color except .

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid.

ENGINE-

TRANSMISSION- 8-speed automatic

BRAKES- The braking system will be four wheel disc anti-locking disc-type.

STEERING- Tilt steering column, Leather wrapped surface and illuminated audio mounted controls.

COOLING SYSTEM- Coolant recovery system with antifreeze.

WHEELS/WHEEL COVERS- 19-in. black alloy wheels

SPARE TIRE- Standard production

TOOLS- One wheel wrench and one jack per vehicle.

AIR CONDITIONING- dual-zone automatic climate control

REAR WINDOW DEFOGGER- Electrical grid type with dash control switch to be clearly marked.

MIRRORS- Auto dimming rear view mirror. Power multi-function exterior mirrors.

LIGHTING- LED headlamps and LED taillights

KEYS- Keyless entry and push button start

TINTED WINDOWS- Darkest available factory tint on all windows.

POWER WINDOWS- The driver's door will have controls for all windows. Illuminated Auto-up/down controls for both drivers and passengers side with one touch-down feature

POWER DOOR LOCKS- All four door locks will be operated from the driver's and passenger positions.

TOUCH SCREEN RADIO- Lexus Multimedia System with 8.0 inch touchscreen display

SEATS- Front bucket seats, rear bench seat

FLOOR COVERING- Factory floor covering is acceptable with mats.

SECURITY- Security alarm, Rear back-up camera



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)

R E S O L U T I O N

Sponsored by: Mayor Stimpson,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$30,000.00 be transferred from capital project C0338 (20002000.94070) GRANT MATCH-TRAFFIC ENGINEERING to Project G-OGMMATCH(50005000.93030) GRANT MATCH HOLDING ACCOUNT. These funds will be used as match for future MPO funding for signal improvements on Dauphin St.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 08/07/2024

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

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 30,000.00

FROM CAPITAL PROJECT#: C0338

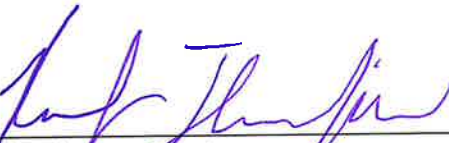
CAPITAL PROJECT NAME: GRANT MATCH-TRAFFIC ENGINEERING

DEPT. PROJECT#: 2060

TO GRANT FUND PROJECT#: G-OGMMATCH

PROJECT NAME: GRANT MATCH HOLDING ACCOUNT

ACCT PROJECT STRING#: G-OGMMATCH.FROMCAP


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


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Cooperative District

REVIEWERS:

Tiereney Leverette
Lana Gauthier

2024

**A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO
INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT
AND AUTHORIZING SUCH INCORPORATION**

Sponsored by: Councilmember Carroll, District 2

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

Section 1: That the City Council, upon evidence duly submitted to and considered by it, hereby finds and determines that the following application has been duly filed with the governing body of the City of Mobile, that such application was signed by not less than three (3) natural persons, and that each of said persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

Section 2: That the City Council has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3: That the City Council does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application, as hereinabove set forth.

Section 4: That the City Council does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district and file the attached certificate of incorporation in the Probate Court of Mobile County, Alabama.

Section 5: Upon proper incorporation and formation of the district, the City Council and the Mayor shall appoint directors for the district as set forth in the application and certificate of incorporation.

ADOPTED:

City Clerk

**APPLICATION FOR AUTHORITY
TO FORM A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT**

TO THE GOVERNING BODIES OF THE CITY OF MOBILE, ALABAMA, THE COUNTY OF MOBILE, ALABAMA AND THE MOBILE DOWNTOWN REDEVELOPMENT DISTRICT:

We, the undersigned natural persons each of whom is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama, do hereby make application in writing seeking permission to incorporate a capital improvement cooperative district (the "District") under the provisions of Chapter 99B of Title 11 of the Code of Alabama of 1975 and file this Application:

1. The District proposes to acquire, construct, install, finance, administer, renovate, improve, manage, rehabilitate, equip or re-equip, and otherwise facilitate the construction of residential, mixed-use, commercial, and public projects intended to achieve neighborhood revitalization. (The "Project").

2. The area in which the District proposes to undertake the Project is within the boundaries of Mobile County, Alabama.

3. The proposed members of the District are the City of Mobile, Alabama (the "City"), the County of Mobile, Alabama (the "County"), and, the Mobile Downtown Redevelopment Authority (the "RDA").

4. The District shall be governed by a board of directors which shall be comprised of thirteen (13) persons ("Director" or "Directors"). The number of Directors which the governing body of each authorizing subdivision shall be entitled to elect are as follows:

- i. The City shall appoint a total of eight (8) Directors, seven (7) to be appointed one each by the duly elected members of the City Council, and one (1) to be appointed by the Mayor.
- ii. The County shall appoint a total of three (3) Directors, to be appointed one each by the duly elected members of the County Commission.
- iii. The RDA shall appoint two (2) Directors, to be chosen by a majority vote of the board members of the RDA.

5. The proposed location of the principal office shall be 9th Floor Government Plaza – South Tower, P.O. Box 1827, Mobile, Alabama 36633-1827.

6. Each of the applicants is a duly qualified elector of Mobile County, Alabama.

7. Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal, mixed, or otherwise) shall pass to and be vested in the City.

8. The undersigned hereby request that each of the governing bodies of the City, the County, and the RDA adopt a resolution declaring that it is wise, expedient, and necessary that the proposed District be formed and authorizing the undersigned to proceed with formation of the District by the filing of a certificate of incorporation in accordance with the provisions of ALA. CODE § 11-99B-4.

9. A copy of the proposed form of certificate of incorporation for the District is attached hereto as *Exhibit A* and made a part hereof by reference.

WITNESS OUR SIGNATURES this ____ day of _____, 2024.

Sydney G. Raine

Kimberly Knowles

Ellis Foster

**CERTIFICATE OF INCORPORATION
OF
THE MOBILE REVITALIZATION COOPERATIVE DISTRICT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in order to form a public corporation as a cooperative district (the "District") under and pursuant to the provisions of Chapter 99B of Title 11 of the Code of Alabama of 1975 (hereinafter called the "Enabling Law"), do hereby make, sign, execute, acknowledge, and file this certificate of incorporation:

ARTICLE ONE

The names of the persons forming this public corporation, together with the residence of each of such persons, are:

Sydney G. Raine
751 S. Cedar Street
Mobile, Alabama 36603

Kimberly Knowles
16 S Lafayette Street
Mobile, Alabama 36604

Ellis Foster
1603 Cedar Downs Street
Mobile, Alabama 36605

Each of the foregoing named persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

ARTICLE TWO

The period for the duration of the District shall be perpetual, subject to the provisions of the Enabling Law.

ARTICLE THREE

The authorizing subdivisions are the City of Mobile, Alabama (the "City"), the County of Mobile, Alabama (the "County"), and the Mobile Downtown Redevelopment Authority (the "RDA").

On _____, the governing body of the City adopted a resolution approving and authorizing the incorporation of this District in accordance with the

Enabling Law, a certified copy of which is attached hereto as *Exhibit A* and made a part hereof by reference.

On _____, the governing body of the County adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as *Exhibit B* and made a part hereof by reference.

On _____, the governing body of the RDA adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as *Exhibit C* and made a part hereof by reference.

ARTICLE FOUR

The name of the District shall be "The Mobile Revitalization Cooperative District". Attached hereto as *Exhibit D* and made a part hereof by reference is a certificate by the Secretary of State of the State of Alabama stating that the name proposed for the District is not identical to that of any other corporation or business entity organized under the laws of the State of Alabama or else so nearly similar as to lead to conclusion and uncertainty.

The location of the principal office of the District (and its post office address) shall be 9th Floor Government Plaza – South Tower, P.O. Box 1827, Mobile, Alabama 36633-1827.

ARTICLE FIVE

The District proposes to acquire, construct, install, finance, administer, renovate, improve, manage, rehabilitate, equip or re-equip, and otherwise facilitate the construction of residential, mixed-use, commercial, and public projects intended to achieve neighborhood revitalization (the "Project" or "Projects"), provided that a majority of the members of the authority determine, by a resolution duly adopted, that the project and the use thereof would further a public purpose.

The area in which the District proposes to undertake the Projects are within the boundaries of Mobile County, Alabama.

The District shall institute a number of programs to facilitate the development of the Projects. An overview of proposed programs is attached hereto as *Exhibit E*.

ARTICLE SIX

The District shall be governed by a board of directors which shall be comprised of eleven (11) persons ("Director" or "Directors"). The number of Directors which the governing body of each authorizing subdivision shall be entitled to elect, and the proportional voting power of the respective Directors elected by each authorizing subdivision are as follows:

- i. The City shall appoint a total of eight (8) Directors, seven (7) to be appointed one each by the duly elected members of the City Council, and one (1) to be appointed by the Mayor.
- ii. The County shall appoint three (3) Directors, to be appointed one each by the duly elected members of the County Commission.
- iii. The RDA shall appoint two (2) Directors, to be chosen by a majority vote of the board members of the RDA.

Each Director shall have demonstrated professional training or experience in the fields of real estate development, business, architecture, engineering, construction management, history, urban planning, finance, or law, or shall be residents of a Project area as defined by the District.

No elected official shall serve as a Director.

In the event a Director is made a party to a legal proceeding, the District shall indemnify and hold harmless such Director, and shall reimburse the reasonable expenses incurred by any director or officer, to the fullest extent authorized by Alabama law.

ARTICLE SEVEN

Unless otherwise restricted by law, any director may be removed or expelled, with or without cause, at any time by the governing body of each authorizing subdivision that elected, designated or appointed such director, and any vacancy caused by any such removal or expulsion may be filled solely by action of such governing body of each authorizing subdivision.

ARTICLE EIGHT

Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal, mixed, or otherwise) shall pass to and be vested in the jurisdiction in which the property is located.

ARTICLE NINE

The applications filed with the governing bodies of each of the authorizing subdivisions in accordance with Ala. Code § 11-99B-3 was identical to the copy thereof attached to this certificate of incorporation as *Exhibit F*.

ARTICLE TEN

The District shall have all the powers conferred on corporations of like nature by the Enabling Law, and any amendment to same hereafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with the Enabling Law or any amendments to same hereafter made.

ARTICLE ELEVEN

The District shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

IN WITNESS WHEREOF, the undersigned incorporators have signed this certificate of incorporation of this ____ day of _____, 2024.

Sydney G. Raine

Kimberly Knowles

Ellis Foster

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Sydney G. Raine, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being

informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ____ day of _____, 2024.

NOTARY PUBLIC

[SEAL]

My commission expires: _____

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Kimberly Knowles, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ____ day of _____, 2024.

NOTARY PUBLIC

[SEAL]

My commission expires: _____

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Ellis Foster, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ____day of _____, 2024.

NOTARY PUBLIC

[SEAL]

My commission expires: _____

**A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO
INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT
AND AUTHORIZING SUCH INCORPORATION**

Sponsored by: Commissioner Ludgood, District 2

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

Section 1: That the Mobile County Commission, upon evidence duly submitted to and considered by it, hereby finds and determines that the following application has been duly filed with the governing body of the County of Mobile, that such application was signed by not less than three (3) natural persons, and that each of said persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

Section 2: That the Mobile County Commission has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3: That the Mobile County Commission does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application as hereinabove set forth.

Section 4: That the Mobile County Commission does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district and file the attached certificate of incorporation in the Probate Court of Mobile County, Alabama.

Section 5: Upon proper incorporation and formation of the district, the County Commission shall appoint directors for the district as set forth in the application and certificate of incorporation.

ADOPTED:

Mobile County Commission

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:

The Mobile Revitalization Cooperative District

This name reservation is for the exclusive use of Keri Coumanis, 150 Government
St, Suite 2000, MOBILE, AL 36602-3122 for a period of one year beginning
August 05, 2024 and expiring August 05, 2025



RES170511

**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 05, 2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen", is written over a horizontal line.

Wes Allen

Secretary of State

The Mobile Revitalization Cooperative District Potential Programs and Incentives

The District will facilitate neighborhood revitalization and stimulate the development of attainable and affordable housing by deploying the following programs:

A. Development Subsidies for Redevelopment of Project Area or Specific Site

Development subsidies may be created for new infill single-family residential construction, multifamily construction, renovation of vacant or blighted properties or the redevelopment of strategic sites within the jurisdiction of the District. Subsidies will be used to encourage place-based development, serving the neighborhood (e.g. small businesses, mixed-use, and microenterprises). Strategic redevelopments may utilize other incentives, including tax credits and opportunity zone, and may leverage partnerships with the City of Mobile and Mobile County.

B. District-managed Construction

The District – together with its staff and board of directors – will undertake the development of residential and mixed use construction projects. These projects shall mitigate a blighting factor; be strategically located in order to instigate further development by the private sector; and, result in the creation of additional housing.

C. Establishment of Construction Loan Revolving Fund

The District will establish a Construction Loan Fund. The Fund will be available to investors within identified neighborhoods to encourage the repair and renovation of existing structures. The goal of the Fund is to deploy capital quickly and efficiently in neighborhoods underserved by the private market. The terms of the construction loan may be zero percent interest, low interest (3%) or forgivable. These terms will encourage private investment and stimulate employment opportunities. The revitalization of the existing building stock will provide housing opportunities across multiple price points, as well as stabilize existing property values.

D. Homeownership Incentives

The District, in cooperation with City, County and area financial institutions, will encourage homeownership in target neighborhoods the subject of redevelopment activities,

Documents

Application to Form a Capital Improvement District		
Ex. A	Proposed Certificate of Incorporation	
Certificate of Incorporation		
Ex. A	COM Resolution Authorizing Incorporation	
Ex. B	County Resolution Authorizing Incorporation	
Ex. C	RDA Resolution Authorizing Incorporation	
Ex. D	Name Reservation	
Ex. E	Overview of Proposed Programs	
Ex. F	Application	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor
CJ Small, Councilmember

Purpose and Scope of Project:

Resolution for permission to lease +/- 14,000 sf of Buildings A and D, of City-Owned property, located at 1600 Boykin Boulevard

Amount of Contract:

NA

Funding Source

ATTACHMENTS:

1. RESOLU~1
2. ROUTIN~1
3. EXHIBIT MCA 2024

REVIEWERS:

Stacey Howard
Carleen Stout
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Council Member C. J. Small

WHEREAS, Mobile Community Action (hereinafter called “MCA”) has assisted the community with social services since 1965 and continues to do so today. MCA entered into a lease agreement with the Board of School Commissioners of Mobile County in 2011.

WHEREAS, City has assisted the community with the Parkway Senior Center AKA Senior Assistance for Independent Living Center (SAIL) in Building B since 2011.

WHEREAS, the City entered into a lease from MCA May 24, 2011 and an amended lease entered into January 9, 2019; and,

WHEREAS, the City acquired real property known as 1600 Boykin Boulevard, from the Board of School Commissioners on April 22, 2024, and any previous lease agreements are no longer in full force and effect; and

WHEREAS, the City is not utilizing +/- 14,000 sf of the subject property, within Buildings A & D, which is owned by the City is not needed for public or municipal purposes, formerly leased to Mobile Community Action, Inc. by the Board of School Commissioners of Mobile County, depicted in Exhibit A (attached); and

WHEREAS, the City would benefit from a lease of the described property under favorable terms and conditions;

NOW, THEREFORE, the City Council of the City of Mobile hereby RESOLVES:

That it does not object to offering the +/- 14,000 sf of the subject property for lease. The lease agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public or municipal purposes and authorizing the execution of the lease agreement.

Adopted:

City Clerk

ROUTING FORM: RESOLUTION AUTHORIZING THE LEASE OF REAL PROPERTY

I. Property Address: 1600 Boykin Blvd., Mobile, AL 36605
City Council District and Zoning: District 3, Small. Zoned R1
Sale or Lease: Lease

II. Acquisitions by City:

- How Acquired: From the Board of School Commissioners for \$147,000.00
- When Purchased April 22, 2024
- Special Circumstances (if applicable) MCA has occupied space at 1600 Boykin Blvd. since 2011, prior to City ownership, and the City wishes to continue supporting MCA's services to the public.

III. Why Lease is recommended: This request is on behalf of Real Estate to recommend offering +/-14,000 sf, Buildings A and D, of City owned property at 1600 Boykin Blvd. for lease.

“EXHIBIT A”

LEASE DESCRIPTION: Buildings A and D, carpool parking adjacent to Boykin Boulevard, and playground adjacent to Building A, of 1600 Boykin Boulevard.





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Expert Witness Payment Resolution

REVIEWERS:

Tiereney Leverette
Lana Gauthier

**RESOLUTION APPROVING ADDITIONAL EXPENSE
FOR SPECIAL COUNSEL INVESTIGATION**

SPONSORED BY: COUNCIL PRESIDENT C. J. SMALL, COUNCILMEMBERS BEN REYNOLDS, AND
COUNCILMEMBER JOSH WOODS

WHEREAS, on May 28, 2024, the Mobile City Council passed Resolution 60-473 authorizing an investigation into public allegations made by former Mobile Police Department Chief Paul Prine, appointing a Special Counsel to conduct said investigation, and setting a forty-five day deadline for the Special Counsel to report to the Committee of the Whole, and setting a budget for said investigation; and

WHEREAS, the Special Counsel has now completed his investigation and made his report to the Committee of the Whole; and

WHEREAS, the Special Counsel incurred additional unforeseen and unbudgeted charges during the course of the investigation, and specifically, the need to retain an expert witness from Setec Investigations to analyze and report on certain technical issues that arose during the investigation;

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

1. The attached invoice from Setec Investigations in the amount of \$1,963.40 is hereby approved as an additional expense in excess of the budget for the Special Counsel investigation and the City Clerk is authorized to process same for payment.

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: August 13, 2024

Submitted by:

Rebecca Barfield, Paralegal II

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To authorize the execution and attestation of the Settlement Agreement and Release of Claims arising out of the claim of Tacarra Young

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Young

REVIEWERS:

Rebecca Barfield

Chris Kern

James Barber

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 Tacarra Young, 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\D006\P005\00129779.doc

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 **Safe Ride Transport, Inc.** to operate a **sedan and shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **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 Safe Ride Transport, Inc. for a Certificate of Public Convenience and Necessity to operate a sedan sand 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, HASSAN HASSAN individually or on behalf of Safe Ride Transport INC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Safe Ride Transport INC

Business Addr _____

Telephon _____

Trade Name _____

Business Information

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

Birthdate: _____ SSN: _____

Residence Address: _____

Address _____ City _____ State _____ Zip code _____

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes _____ No _____

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated ☒ State of Incorporation _____

Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____

(If different from address provided in Part I)



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

Name HASSAN HASSAN Title CEO Address _____ Amount of Stock Held (if any) 25

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? 24/7

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

Vehicle Description:

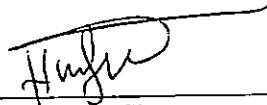
Make: <u>Chrysler</u>	Year: <u>2022</u>	Model: <u>Voyager</u>
Make: <u>Dodge</u>	Year: <u>2019</u>	Model: <u>Caravan</u>
Make: <u>Hyundai</u>	Year: <u>21</u>	Model: <u>Elantra</u>

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.

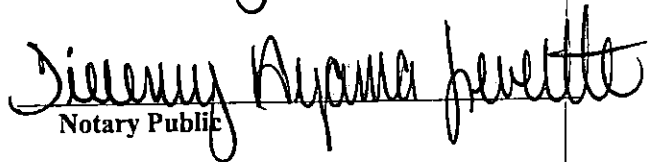

Applicant's Signature

NAME OF ENTITY:

Safe Ride Transport INC

By: Hassan Hassan A.
Its CEO/owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
8 DAY OF August, 2024


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: HASSAN HASSAN

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5-11"

Weight: 190

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.

[Signature]
Signature

8/8/24
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: HASSAN HASSAN

Date of Birth: 12/11/1990 Security: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

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

Present Employer and Address: _____

Present Position/Title: CEO

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.

Hd
Signature

8/8/24
Date Signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: HASSAN, HASSAN A

Addr:

Nick Name:

Phon:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: M

Age: 33

Weight: 190

Eyes: BROWN

Height: 5'11"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: TX

DL Type: C

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: *C. Wright*

DATE: *Aug 5 08 2024*

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The **name of the corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

SafeRide Transport INC

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

3. Street (**No PO Boxes**) address of principal office of the corporation: _____

Mailing address of principal office (if different from street address): _____

4. The name of the registered agent (only one agent): Hassan A Hassan

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

*COUNTY of above address: MOBILE

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

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-148-703	D/C
Date	08/07/2024
Time	20:41:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____
to do my company
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 10 Par Value 0.001
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

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Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.



Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

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

8 / 7 / 2024

Date (MM/DD/YYYY)

Hassan Hassan

Signature as required by 10A-2A-1.20

CEO

Title

Additional Details

Incorporators		
Incorporator	Street Address	Mailing Address
Hassan A Hassan		State St MOON

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:

Safe Ride Transport INC

This name reservation is for the exclusive use of Safe Ride Transport INC, 292
Siena Vista St, Mobile, AL 36607 for a period of one year beginning August 07,
2024 and expiring August 07, 2025



RES171101

**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 07, 2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen", is written over a horizontal line.

Wes Allen

Secretary of State