



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, August 20, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Dr. Reverend Bobby Morton

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

August 13, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of David Galloway for a waiver of the Noise Ordinance at Bragg Mitchell

Mansion on September 21, 2024, from 7:30 p.m. - 11:00 p.m. (District 1).

Request of Robert Soto for a waiver of the Noise Ordinance at Cathedral Square Park on August 24, 2024, from 10:00 a.m. - 4:00 p.m. (District 2).

Request of Ashley Montgomery for a waiver of the Noise Ordinance at 1608 St. Stephens Road on August 24, 2024, from 2:00 p.m. - 10:00 p.m. (District 2).

Request of Ethan Hubbell for a waiver of the Noise Ordinance at Mobile Skate Plaza on October 24, 2024, from 7:00 p.m. - 9:30 p.m. (District 5)

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 rezone property located at the south side of Kooiman Road, 1,237' west of Todd Acres Drive (District 4).

Public hearing to consider the application of Johnson & Johnson Way To Go to operate a sedan and shuttle service.

Public hearing to consider the application of Community Care & Transportation, LLC to operate a sedan service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Melissa Gates - Comments about the annexation of Big Creek Lake.

Sharon Ingram - Concerns about the zoning and permitting at 2888 Graham Road due to the recent annexation.

Christine Cumbie - Has questions about the annexation of Big Creek Lake.

12. ORDINANCES HELD OVER

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).

13. CONSENT RESOLUTIONS HELD OVER

40-536 Declare the structure at 102 Border Drive West a public nuisance and order it demolished (sponsored by Councilmember Gregory).

14. RESOLUTIONS HELD OVER

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).

15. ORDINANCES BEING INTRODUCED

64-048 Rezone property located at the south side of Kooiman Road, 1,237' west of Todd Acres Drive (Sponsored by Councilmember Reynolds).

83-049 Ordinance to annex certain property into the corporate limits of the city of Mobile (sponsored by Mayor Stimpson) (submitted James Barber, Chief of Staff).

16. CONSENT RESOLUTIONS BEING INTRODUCED

09-779 Transfer funds from District 7 General Fund Discretionary to MPD Traffic Safety Unit to assist the On-Duty Traffic personnel for Mobile Terrace Community Parade; \$500.00 (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

37-780 Recommend approval to the ABC Board for issuance of a Retail Beer (Off premises only) and Retail Table Wine (Off premises only) License to Fulton Convenience Store; 1288 Dauphin Island Parkway (sponsored by Councilmember Small).

37-781 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor - Class II (Package) License to Redds Discount 10; 960 Schillinger Road S. Ste. A (sponsored by Councilmember Woods).

37-782 Recommend approval to the ABC Board for issuance of a Special Retail - More Than 30 Days License to Azalea City Bar and Grill; 1000 Gaillard Drive (sponsored by Councilmember Gregory).

60-783 Determine an appropriation to Delta Theta Omega Chapter Foundation of Alpha Kappa Alpha Sorority, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

60-784 Determine an appropriation to Mobile Law Enforcement Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmembers Carroll, Small, Reynolds, and Woods) (submitted by Donna Bryars, Accounting Dept.).

60-785 Determine an appropriation to St. Stephens Road Love Ministries serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-786 Determine an appropriation to Florence Howard Elementary School serves a public purpose and approve payment (sponsored by Councilmember Carroll)

(submitted by Donna Bryars, Accounting Dept.).

60-787 Determine an appropriation to Calloway Smith Middle School serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-788 Determine an appropriation to Loaves and Fish Community Ministries, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-789 Determine an appropriation to Maitre Park Athletic Association serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-790 Determine an appropriation to Crestview Community Patrol, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-791 Determine an appropriation to Community of Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-792 Determine and appropriation to Sugar Creek Homeowners Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60- 793 Approve award of special bonus to Public Works Employee of the Month; Taite (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

17. CIP RESOLUTIONS INTRODUCED

21-794 Authorize contract with Parten Smith, Inc. for Parking & ADA Improvements at Westside Park; \$260,000.00 (sponsored by Mayor Stimpson and Councilmember Woods) (submitted by Cassie Boatwright, REAM).

18. RESOLUTIONS BEING INTRODUCED

01-795 Authorize agreement for grant participation from Southwest Alabama Regional Highway Safety Office for Community Traffic Safety Program (sponsored by Mayor Stimpson) (submitted by William Jackson, Grants Mgmt.).

08-796 Approve purchase Order to CDW Government LLC for annual renewal of

network server management software of MIT; \$34,682.88 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-797 Approve purchase Order to GT Distributors of Georgia Inc. for Respirator kits for MPD; \$33,640.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-798 Approve purchase Order to Shaw Integrated and Turf Solutions, Inc. to replace flooring for Cruise Terminal lobby areas; \$44,537.41 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-799 Approve purchase Order to Trantex Transportation Products of Texas, Inc. for Traffic speed cushions for Traffic Engineering; \$79,805.25 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-800 Approve purchase Order to Sunbelt Fire Inc. for fire bunker gear for MFRD; \$69,750.00 (sponsored by Mayor Stimpson) (submitted John Paine, Purchasing Dept.).

37-801 Consider the application of Johnson & Johnson Way To Go to operate a sedan and shuttle service (submitted by Lisa C. Lambert, City Clerk).

37-802 Consider the application of Community Care & Transportation, LLC to operate a sedan service (submitted by Lisa C. Lambert, City Clerk).

19. CALL FOR PUBLIC HEARINGS

41-803 Call for public hearing to consider adoption of the 2024-2025 General Fund, Capital Improvement Fund, and Convention Center Fund Budgets (scheduled for September 3, 2024)

41-804 Call for public hearing to consider the pre-zoning of property located at 4589 Hermitage Avenue and 5340 U. S. Highway 90 West to B-3 (scheduled for September 24, 2024) (District 4).

20. 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: DAVID GALLOWAY

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-656-2686

Organization (if applicable) N/A

Mailing Address of Applicant 6025 TIMBERLY RD S. Mobile AL 36609

Telephone No. 251-656-2686 E-mail address majorlag@aol.com

Location or address of event where amplification will be used:

Bragg-Mitchell MANSION - 1906 SPRINGHILL AVE Mobile AL 36607

Date of Event: 9-21-24 Starting Time: 7:30 pm Ending Time 11:00 pm

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

Type of Event: WEDDING

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

2024 AUG 14 AM 11:56

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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.

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Name of Applicant: Robert Soto

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.422.6946 Cell Number: 251.367.7686

Organization (if applicable) endITnow

Mailing Address of Applicant 808 Daphne Avenue #2152, Daphne, AL, 36526

Telephone No. 251.367.7686 E-mail address enditnowMobile@gmail.com

Location or address of event where amplification will be used:

Cathedral Square Park

Date of Event: 8.24.24 Starting Time: 10 AM Ending Time 4 PM

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

Type of Event: Family Day - bringing awareness & advocating to end human trafficking

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





CITY OF MOBILE, ALABAMA

2024 AUG 14 AM 11:29

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Ashley Montgomery
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-533-2452 Cell Number: Same

Organization (if applicable) _____

Mailing Address of Applicant _____

Telephone No. 251-533-2452 E-mail address _____

Location or address of event where amplification will be used:

1608 St. Stephens Rd.

Date of Event: 8/24/24 Starting Time: 2:00pm Ending Time: 10:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Birthday Day Party

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

Music containing obscene language or profanity is prohibited

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

Handwritten signature



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Ethan Hubbell

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2259558032

Organization (if applicable) n/a

Mailing Address of Applicant 4075 riviere du chien rd

Telephone No. 2259558032 E-mail address shadynastysdiy@gmail.com

Location or address of event where amplification will be used:

Mobile Skate Plaza on Airport Blvd

Date of Event: October 24 Starting Time: 7 Ending Time 9:30

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

Type of Event: Live Music

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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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.:

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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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R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Johnson & Johnson Way To Go for a Certificate of Public Convenience and Necessity to operate a sedan and shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN & SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Johnson & Johnson Way To Go**, to operate a **sedan and shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **August 20, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert".

Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Aneesah Johnson individually or on behalf of Johnson + Johnson Way to Go, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Aneesah Johnson

Business Address _____

Telephone: _____ Trade Name: _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____

Address: _____ City: _____ State: _____ Zip code: _____

Telephone Num: _____ Driver's License #: _____

Residing in Mobile County: Years: 37 Months: _____

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

10/10/10

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C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name _____ Title _____ Address _____ Amount of Stock Held (if any) _____
Aneesah Johnson owner

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days a week 6AM + 5PM

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Toyota</u>	Year: <u>2006</u>	Model: <u>Sienna Lt</u>
Make: <u>Mercedes</u>	Year: <u>2015</u>	Model: <u>Ben2</u>
Make: <u>Chevy</u>	Year: <u>2009</u>	Model: <u>Malibu</u>

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

1. The first of the three main points is that the

the second of the three main points is that the

the third of the three main points is that the

the fourth of the three main points is that the

the fifth of the three main points is that the



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Aneesah Johnson
Applicant's Signature

NAME OF ENTITY:

X Johnson + Johnson way to Go

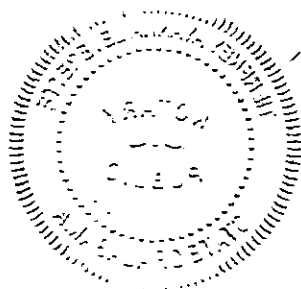
By: Aneesah Johnson
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
31 DAY OF July, 20 24

Shirley Ann Johnson
Notary Public

My Commission Expires:
March 30, 2027

My Commission Expires
March 30, 2015





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Aneesah Johnson

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'7

Weight: 232

Hair Color: Black

Eye Color: Brown

Social Security Number _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Aneesah Johnson
Signature

7-31-2024
Date signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: JOHNSON, ANEESAH DUKES

Address: 7111 MOBILE ST

Nick Name:

Phone: ---

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 37

Weight: 250

Eyes: BROWN

Height: 5'07"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State: AL

DL #: ---

DL Type: D

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

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

A RECORD

CHECKED BY: *J. B. Bette*

DATE: *7/31/24*

Record attached

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last Name : johnson

First Name : aneesah

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>204120485401</u>	2041204854	12/29/2004	DUKES, ALICIA	10/8/1986	UNKNOWN LOCATION UNKNOWN,	BOULER, J N	CONV	101 S EAST I-65 SERVICE RD WALMART,	THEFT SHOPLIFTING 3RD
<u>207090416001</u>	2070904160	9/26/2007	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ELLZEY, MICHAEL	CONV	1473 S ANN ST B MOBILE,	BURGLARY 3RD - NON RESIDENCE FORCED ENTRY
<u>207090416101</u>	2070904161	9/26/2007	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ELLZEY, MICHAEL	CONV	1473 S ANN ST B MOBILE,	BURGLARY 3RD - NON RESIDENCE FORCED ENTRY
<u>207090416202</u>	2070904162	9/26/2007	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ELLZEY, MICHAEL	CONV	1473 S ANN ST B MOBILE,	BURGLARY 3RD - NON RESIDENCE FORCED ENTRY
<u>207107607801</u>	2071076078	3/29/2008	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	EVANS, GREGORY	CONV	GWIN/ST STEPHENS MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>207107607901</u>	2071076079	3/29/2008	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	EVANS, G D	CONV	GWIN/ST STEPHENS MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208038259001</u>	2080382590	3/29/2008	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	EVANS, G D	CONV	GWIN/ST STEPHENS MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208078865501</u>	2080788655	7/28/2008	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	DAVIS, S E	CONV	1473 ANN ST UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>208089012701</u>	2080890127	9/15/2008	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	TREUBIG, ERIKA	CONV	GWIN ST / ST STEPHENS UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>208099344901</u>	2080993449	10/7/2008	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	THOMAS, J C	CONV	METRO UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>208129774701</u>	2081297747	1/16/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING, JAMES	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208129774801</u>	2081297748	1/16/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING III, J J	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208129774901</u>	2081297749	1/16/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING III, J J	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>209025051401</u>	2090250514	4/17/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING, JAMES	CONV	METRO UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>2110792655001</u>	2110792650	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, JASON	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>21107926500A</u>	2110792650	10/24/2011	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ROBERTS, C E	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>211099478301</u>	2110994783	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, J D	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>211109614101</u>	2111096141	10/24/2011	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ROBERTS, C E	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>21110961410A</u>	2111096141	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, J D	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>212025003401</u>	2120250034	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, J D	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>213050005201</u>	2130500052	7/11/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	BROWN, L M	CONV	8080 AIRPORT UNKNOWN,	THEFT SHOPLIFTING 3RD
<u>213050118401</u>	2130501184	5/14/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	NGO, LAC	CONV	SUMNER AND EAGLE ST MOBILE,	HARASSMENT
<u>213060291701</u>	2130602917	7/11/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	BROWN, LOVELL	CONV	8080 AIRPORT UNKNOWN,	THEFT FROM A BUILDING 500-2500
<u>213097549501</u>	2130975495	9/19/2013	DUKES, ANESAN	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING, JAMES	CONV	CARDINAL/ EAGLE MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>213100180701</u>	2131001807	8/24/2015	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	JAMES, MICHAEL	CONV	3251 AIRPORT BLVD MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>21310018070A</u>	2131001807	2/25/2014	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	SANDERS, PATRICK	CONV	685 S SCHILLINGER RD MOBILE,	ENDANGER WELFARE OF CHILD
<u>21310018070B</u>	2131001807	10/12/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	SNYDER, ROBERT	CONV	685 S SCHILLINGER RD MOBILE,	ABANDONMENT OF CHILD
<u>213100265301</u>	2131002653	10/18/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	CLARK, TERRY	CONV	2720 SPRING HILL AVE MOBILE,	POSSESS FORGED INSTRUMENT 2ND
<u>215030382101</u>	2150303821	3/27/2015	DUKES, ANEESHA	10/8/1986	UNKNOWN LOCATION UNKNOWN,	CLARK, TERRY	CONV	3170 DAUPHIN ST MOBILE,	THEFT SHOPLIFTING 3RD
<u>215050140601</u>	2150501406	5/10/2015	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	WEAVER, J W	CONV	2500 DAWES RD MOBILE,	CRIMINAL TRESPASSING 3RD THEFT SHOPLIFTING 3RD
<u>M2180803910</u>	M2180803910	8/29/2018	DUKES, ANEESAH NMN	10/8/1986	2617 POLLARD LANE MOBILE, ALABAMA 36606	WELCH, CHARLIE	ON VIEW	2617 POLLARD LANE MOBILE, ALABAMA 36606	DV 3RD MENACING KINFE - SIMPLE

31 Records Selected

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at (251) 450-4466.

Notice ID: ET0D6JrQU8aw2xySV5qO | Proof Updated: Aug. 07, 2024 at 10:48am CDT
Notice Name: Johnson & Johnson CPCN NOTICE

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Lana Pafenbach-Gauthier	Lagniappe Weekly
lana.gauthier@cityofmobile.org	
(251) 208-7411	

Columns Wide:	1	Ad Class: Legals
Total Column Inches:	2.56	
Number of Lines:	23	

08/14/2024: Other	23.56
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Subtotal	\$23.56
Tax	\$0.00
Processing Fee	\$7.36
Total	\$30.92

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN AND SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Johnson & Johnson Way To Go**, to operate a **sedan and shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **August 20, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

Lagniappe HD August 14, 2024

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: AUG 06 2024



City Clerk

CityofMobile.org: Addressing City Council Submission

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

Thu 8/15/2024 6:14 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: 2024-08-20

Address: 1280 Rigby Rd

Email: missytg88@gmail.com

Phone: 251-680-2613

Subject And Specific Questions: The annexation of Big Creek Lake

Pertain To City Business: The city taking over the care of the lake and surrounding areas.

Signature: Melissa Gates

Signature Verify: X

Agree: X

Date Submitted: 2024-08-15 06:14:28

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



ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

AA Business Service

Your comments will be limited to three (3) minutes

Name: Sharon Ingram Date: 8-15-24
Address: 3755 Ch Bridge Rd N '08
Phone: 251-308-8518 Email: afnicalebsna@gmail.com
Date to Address City Council: 8-20-24
Subject and/or specific questions (must complete):
 zoning & permitting concern
2888 Ersham Rd

How does this pertain to city business (must complete):

The annexation was erroneously
entered as a residential property
when its dist a comm
288

Signature: [Signature]

CityofMobile.org: Addressing City Council Submission

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

Thu 8/15/2024 1:52 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: 2514015186

Date To Address Council: 1970-04-24

Address: 4526 Kingswood Drive, Mobile, AL, USA

Email: christinecumbie@gmail.com

Phone: 2514015186

Subject And Specific Questions: Annexation of Big Creek Lake

Pertain To City Business: That is exactly what I would like to know.

Signature: Christine C Cumbie

Signature Verify: X

Agree: X

Date Submitted: 2024-08-15 13:52:33

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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Planned Unit Development located at 5800 Southland Drive

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

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

Lisa C. Lambert
City Clerk

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

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

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

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

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

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

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

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Unified Development Code

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

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

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

Adopted:

Lisa Lambert, City Clerk

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



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

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

Dear Council Members:

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

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

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

dla
Attachments

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Unified Development Code

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

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

adopted:

Lisa Lambert, City Clerk

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



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 24, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Margaret Pappas

Deputy Director of Planning and Zoning



Application Completeness Review

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

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

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

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

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

Reviewed By: Payton Rogers

Date: 04/24/2024

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Revised February 2023



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

☐ **Planned Development**

Checklist C

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

Checklist B

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

Checklist D

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

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

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

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	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

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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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6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

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

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

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

- ☐ Lighting:

The lighting for the site meets development standards and regulations.

- ☐ Hours of operation:

24 hrs.

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

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

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

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

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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

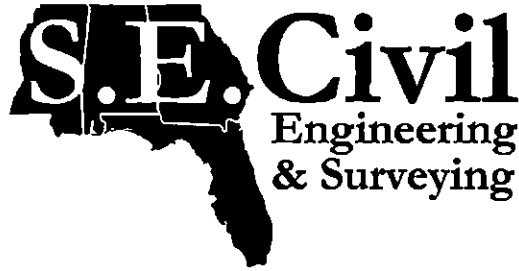
Submitted by: _____

Signature _____

Date 4/16/24

Print

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

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

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

SALMON RICKY CHARLES
5801 BLUE RIDGE DR S
MOBILE AL 36693

SALMON RICKY CHARLES
5801 BLUE RIDGE DR S
MOBILE AL 36693

SALMON RICKY CHARLES
5801 BLUE RIDGE DR S
MOBILE AL 36693

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

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

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

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

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

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

TAYLOR BETTY B
5709 BLUE RIDGE DR S
MOBILE AL 36693

TAYLOR BETTY B
5709 BLUE RIDGE DR S
MOBILE AL 36693

TAYLOR BETTY B
5709 BLUE RIDGE DR S
MOBILE AL 36693

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

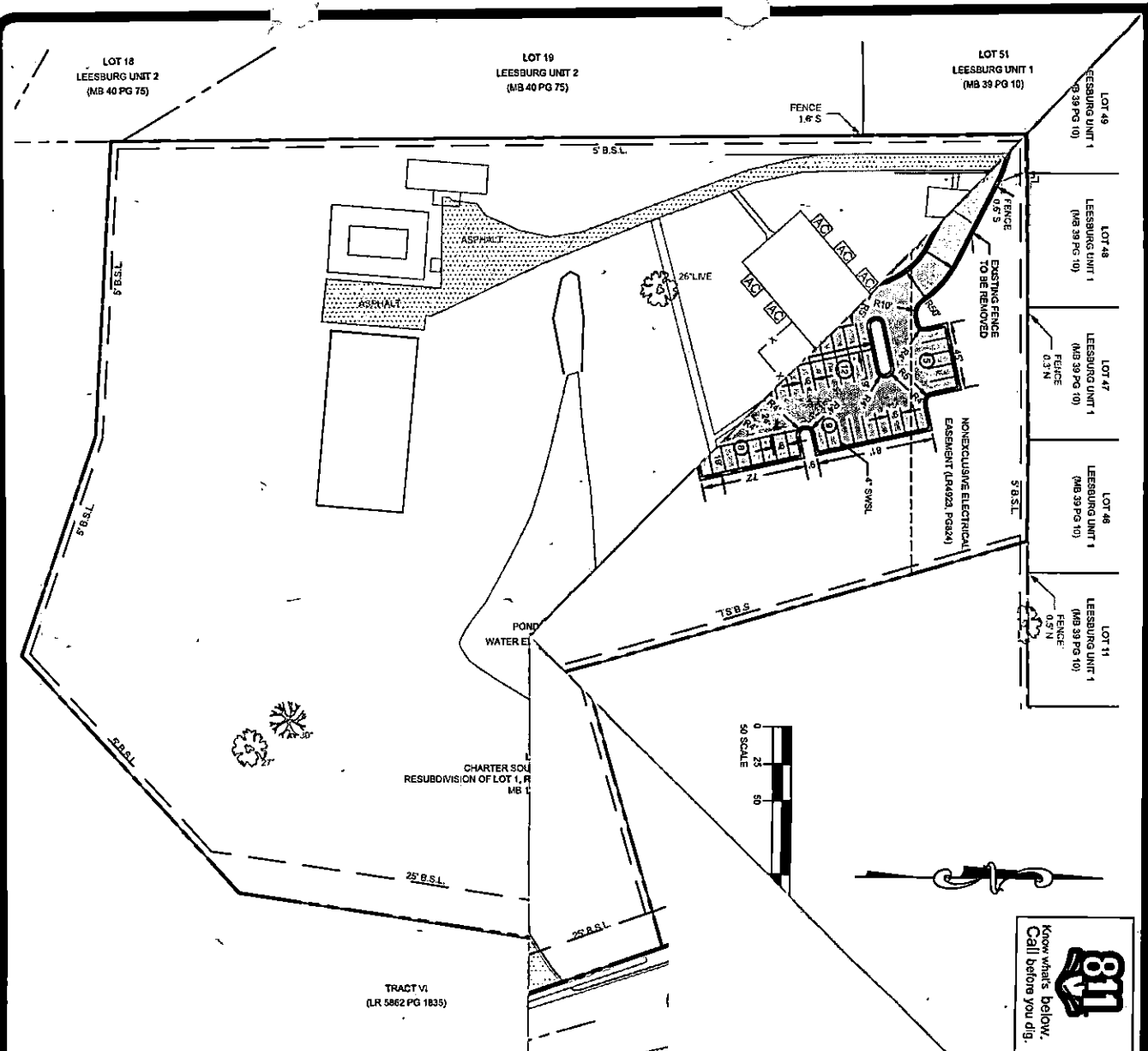
TIGS HOLDINGS LLC C/O LONGLEAF GATES
PROPERTY OWNERS ASSOCIATION INC
3411 BRISTLECONE DR
MOBILE AL 36693

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

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

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

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



GENERAL NOTES:

1. DUMPSTER ENCLOSURES SHALL HAVE SANITARY SEWER CONNECTIONS COMPLIANT WITH SECTION 64-4.D.9, OF THE ZONING ORDINANCE.
2. A PHOTOMETRIC PLAN IN COMPLIANCE WITH SECTION 64-6.A.8. OF THE ZONING ORDINANCE AT THE TIME OF PERMITTING.
3. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (206-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
4. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING, AND ALL ABOVE GROUND STRUCTURES, WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
5. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAN MANAGEMENT PLAN (1984); AND THE RULES FOR EROSION AND SEDIMENT CONTROL AND STORM WATER RUNOFF CONTROL.
6. THE LAND DISTURBANCE PERMIT APPLICATION FOR THE CONSTRUCTION SHALL INCLUDE A MAINTENANCE AND INSPECTION PLAN SIGNED AND NOTARIZED BY THE OWNER(S). THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
7. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
8. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
9. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY NEW ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.
10. THE PROJECT SHALL BE IN COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.
11. DEMOLITION PLAN SHALL BE APPROVED BEFORE ANY REQUEST ARE MADE FOR THE LAND DISTURBANCE OR BUILDING PERMITS.
12. SITE TO BE DEVELOPED IN COMPLIANCE WITH THE STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015-116 AND CITY CODE CHAPTERS 57 AND 64).
13. SITE WILL BE IN COMPLIANCE WITH ALL REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIRE CODE).

PARKING ANALYSIS

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

SITE PLAN LEGEND

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

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



REVISION

AltaPointe Health

Mobile, Alabama



JOB No. 20231274 DATE 4/18/24

DRAWN CHC SCALE 1"=50'

SHEET

PUD



Agenda Item #: 20
MOD-002924-2024

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

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

DETAILS

Location:

5800 Southland Drive

Subdivision Name:

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

Applicant:

Robert Carlock, AltaPointe Health Systems, Inc.

Property Owner:

AltaPointe Health Systems, Inc.

Current Zoning:

B-1, Buffer Business Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

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

Proposal:

- Major Modification of a previously approved
Planned Unit Development.

Considerations:

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

Report Contents:

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

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

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

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.

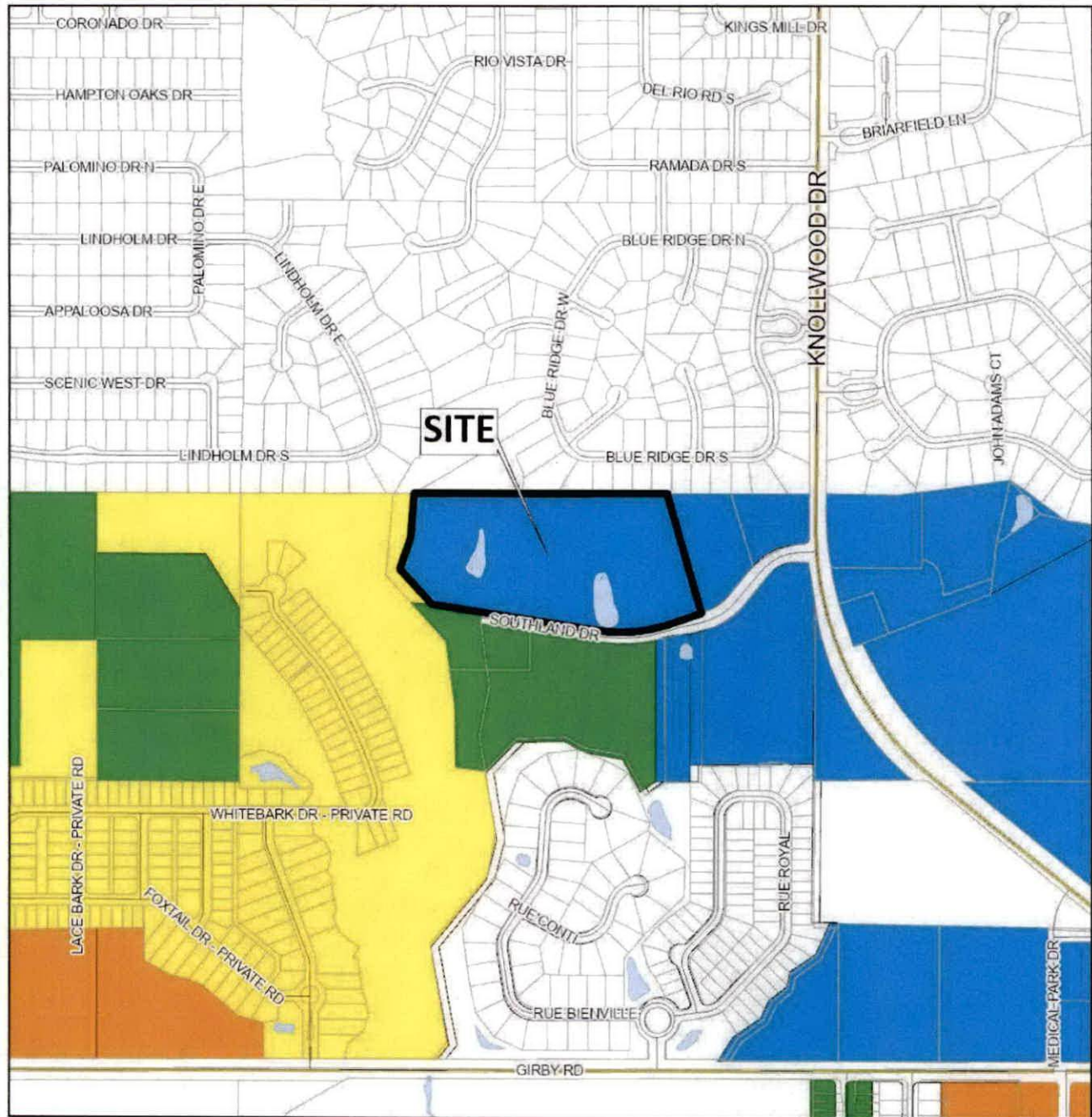
The following conditions should apply:

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



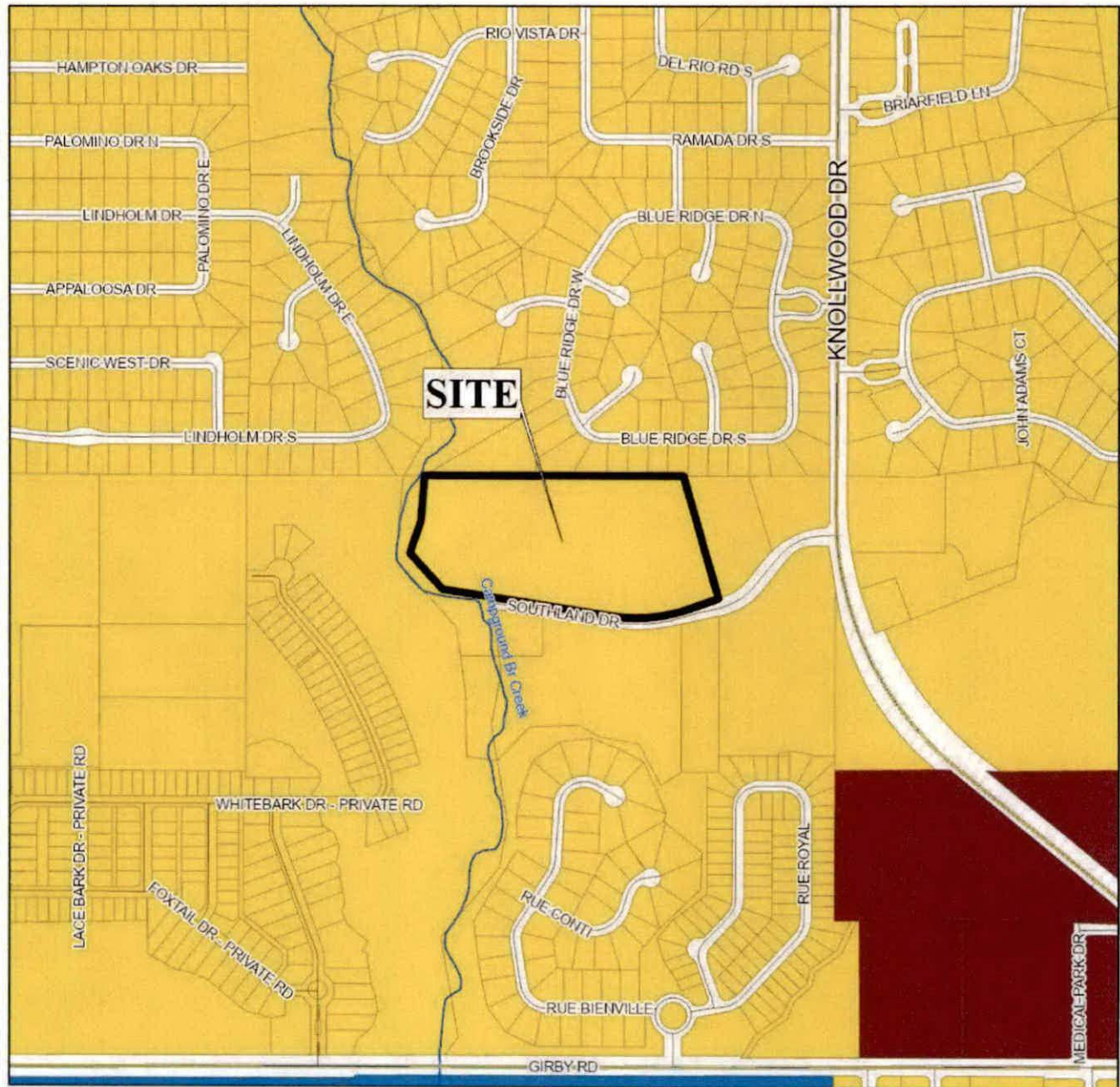
APPLICATION NUMBER 20 DATE June 20, 2024

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.

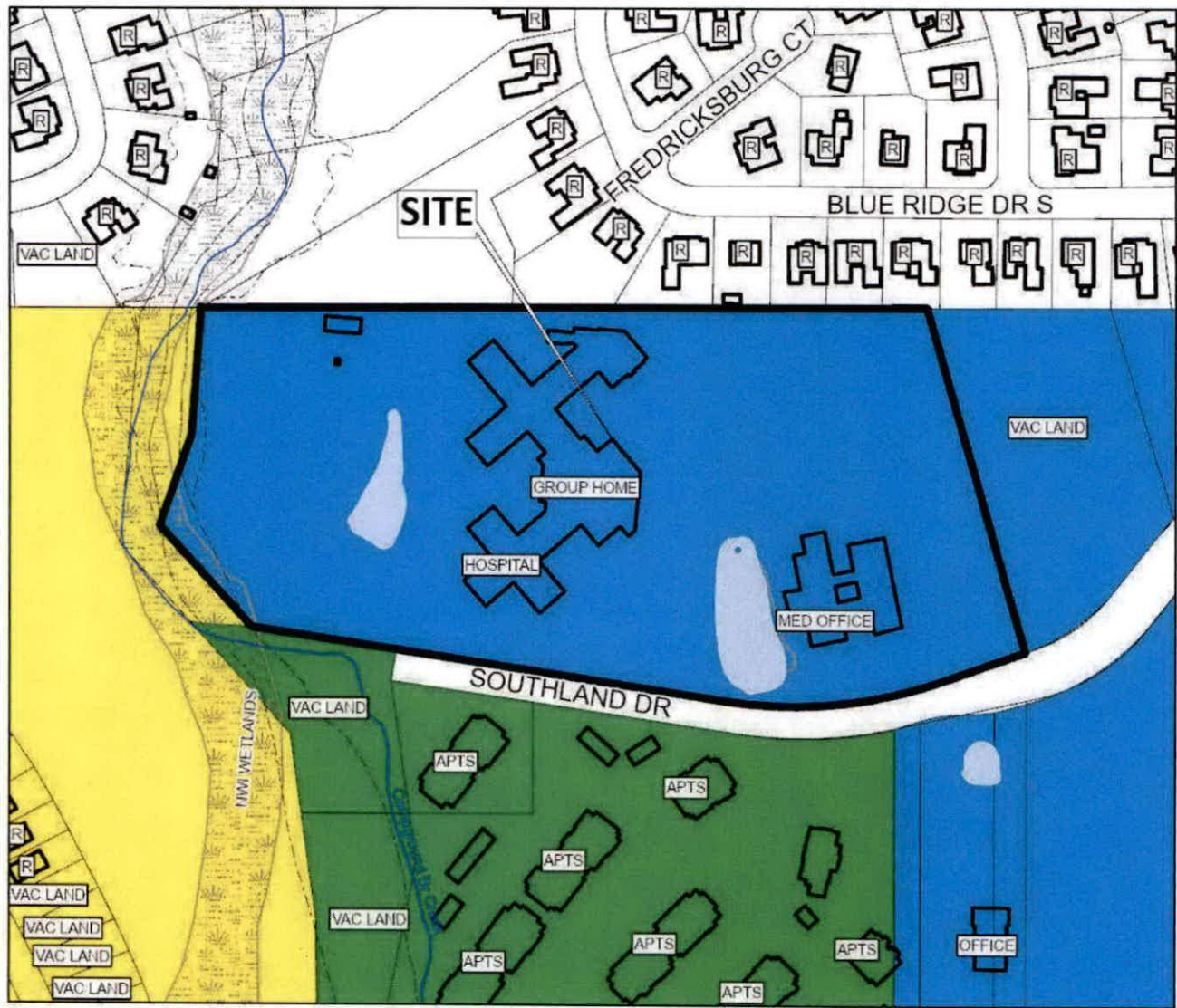
REQUEST PUD Modification

- | | | | |
|---------------------------|-----------------------------------|---------------------|--------------------|
| 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		

NTS

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

APPLICATION NUMBER 20 DATE June 20, 2024

APPLICANT Robert Carlock, AltaPointe Health Systems, Inc.

REQUEST PUD Modification



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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

AltaPointe Health

Purchase Requisition

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

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

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

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

Item No.	Description	Qty	Unit Cost	Total Cost
	Advertising fee for MOD-002924-2024			423.32
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
☒ 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.

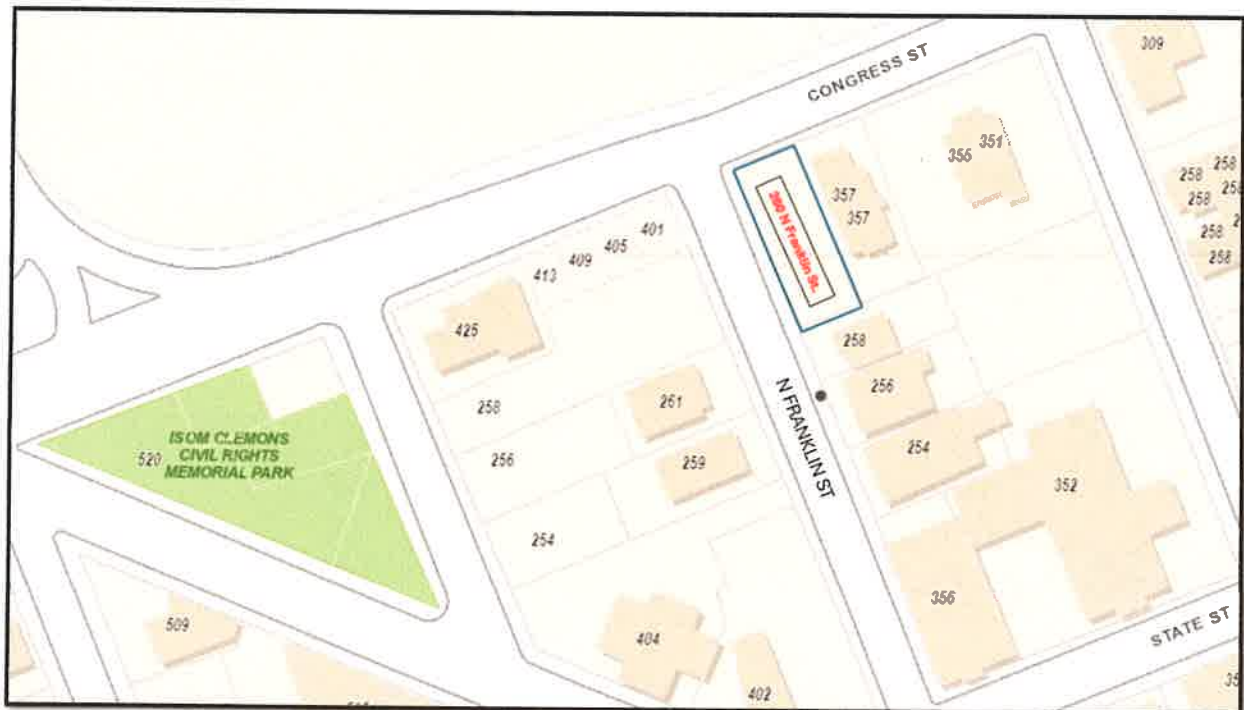
Adopted:

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: Gina Gregory – District 7

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 **102 BORDER DRIVE WEST** 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, 5, 7 and 8; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **102 BORDER DRIVE WEST** described as:

LOT 387 BLK P COUNTRY CLUB VILLAGE MBK 4/87-92 #SEC 15 T4S
R2W #MP28 05 15 4 0 003

Parcel Number: 28 05 15 4 003 090

Last Assessed to: WATTS HELEN

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 10, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 18, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **102 BORDER DRIVE WEST.** OWNED BY OR MAY HAVE AN INTEREST: **WATTS HELEN** 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: 28 05 15 4 003 090

COUNCIL DISTRICT 7 – GINA GREGORY

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

102 BORDER DR W

Property Details

PARCEL KEYX	00519736	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	7
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	69	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

11-30-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 04/10/2024

Property Address: 102 Border Drive West **District No:** 7

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































Affidavit of Mailed Notice



June 10, 2024

State of Alabama
County of Mobile

Subject Property – 102 Border Drive West.

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

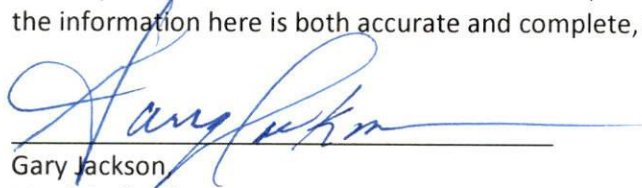
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **11** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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 confirm that the information here is both accurate and complete, and relevant information has not been omitted.



Gary Jackson
Municipal Enforcement Deputy Director

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



Heirs at law and next of kin for Helen Watts
Tanya Brown
102 Border Drive
Mobile, AL 36608-2716

April 24, 2024

RE: **102 Border Drive West**
Project Number: ME-159-23

Dear Tanya Brown:

On April 10, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 102 Border Drive West.

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

LOT 387 BLK P COUNTRY CLUB VILLAGE MBK 4/87-92 #SEC 15 T4S
R2W #MP28 05 15 4 0 003

Parcel Number: 28 05 15 4 003 090

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

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

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **June 8, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 8, 2024**, provide the Code Official with a work plan to accomplish the repairs by **June 8, 2024**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 8, 2024**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

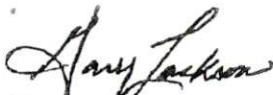
- IV. **NOTICE** is hereby given that on June 18, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished/removal of debris

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson

Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 102 Border Drive

Date: February 2, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 9, 2023

Per the Title Report, the owner is: Heirs at law and next of kin for Helen Watts, deceased (DOD 11/19/2009)

NOTES: State of Alabama tax liens 6743-1361 recorded 1/20/2011 and 7133-1381 recorded 4/1/2014, listed on the title report are not associated with the heir Tanya Brown – See lien document and LexisNexis page for social security number difference highlighted in yellow.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Tanya Brown
102 Border Dr
Mobile AL 36608-2716 | Revenue Commission location/subject property –
Heir – LexisNexis address good 3/2005
Paid 2019 through 2022 property taxes.
Phone numbers 251-518-9831, 334-456-1616,
and 251-518-9831 good 2023 |
| 2 | Tanya Brown
5408 Forest Ridge Rd S
Mobile AL 36618-2837 | Revenue Commission mailing address good 2021
through 2024 – LexisNexis address good 1/2024 |
| 3 | Tanya Brown
859 Summerville St
Mobile AL 36617-2727 | LexisNexis address good 10/2023 |
| 4 | Tanya Brown
2719 Harper Ave
Mobile AL 36617-1840 | LexisNexis address good 5/2023 |
| 5 | Tanya Brown
229 Redwood Pl Apt H5
Mobile AL 36608-1005 | LexisNexis address good 7/2020 |

- | | | |
|----|--|---|
| 6 | Maya Spivey Watts
5045 Gold Leaf Ln
Pinson AL 35126-2888 | Heir – LexisNexis address good 1/2024
Paid taxes 2015
Phone numbers 205-452-0584, 334-663-4240,
205-683-9087 good 2023 |
| 7 | Sonya Thomas and Craig
Douglas Thomas
1417 Azalea Rd Apt 14E
Mobile AL 36693-4712 | Heirs – LexisNexis address good 10/2023
Phone numbers 251-513-5905 and 251-342-0658
good 2023 |
| 8 | Sonya Thomas and Craig
Douglas Thomas
2280 Cheshire Dr
Birmingham AL 35235-3312 | Heirs - LexisNexis address good 11/2023
Phone number for Craig – 251-513-5905 |
| 9 | Craig Douglas Thomas
3701 Cedar Cliff Dr Apt 5E
Mobile AL 36608-1083 | LexisNexis address good 9/2021 |
| 10 | Craig Douglas Thomas
913 Beacon Pkwy E Apt A
Birmingham AL 35209-3219 | LexisNexis address good 2/2022 |

**TAX STATUS: 2023 NOT PAID – WILL GO TO TAX LIEN
SALE HELD IN MAY 2024 IF NOT PAID
Parties with recorded liens per Title Report:**

- | | | |
|----|--|--|
| 11 | State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132 | State of Alabama vs Craig D Thomas and Helen B
Watts, recorded 3/18/2014 7129-961
Acct # IIT-R002899030 Lien number 1670710784 |
|----|--|--|

Open Mortgages: NONE

Lis Pendens: NONE



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 20, 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

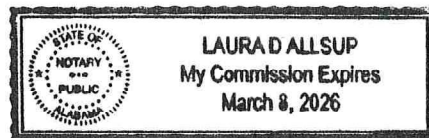
By: Mary H. Van Brunt
Name: Mary H. Van Brunt
Title: President

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 20, 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:

Tiereney Leverette
Lana Gauthier

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 20, 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:

Tiereney Leverette
Lana Gauthier

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)

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:

Maf
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 20, 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:

Tiereney Leverette
Lana Gauthier

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 20, 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:

Tiereney Leverette
Lana Gauthier

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 20, 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:

Tiereney Leverette
Lana Gauthier

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 20, 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:

Tiereney Leverette
Lana Gauthier

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 20, 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:

Tiereney Leverette
Lana Gauthier

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

Vendor
 MUSCO SPORTS LIGHTING LLC
 100 1ST AVENUE WEST

Ship To
 COTTAGE HILL PARK
 1711 HILLCREST ROAD

OSKALOOSA, IA 52577

MOBILE, AL 36609

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 Notes

AS PR YOUR QUOTE AND SOURCEWELL CONTRACT # 041123-MSL

CONTRACT GOOD THRU 06-16-2027			
001 BASEBALL/SOFTBALL FIELDS 3 & 4	1.00	343000.00000	343000.00
	JOB		

1 2000.80.00.0000.0000.0000.0000.48010. E C0789 .CONSTRUCTN.		343000.00
---	--	-----------

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	117000.00000	117000.00
	JOB		

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
--	---	--------

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
---	---	--	--	-----------

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
Approved	08/07/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	08/07/24	JOHN PAINE	Auto approved by: 910518227
Approved	08/07/24	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature

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.

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

Kimley»Horn

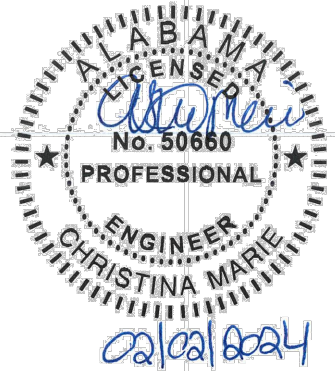
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
11 N. WATER STREET, SUITE 9290 MOBILE, AL 36602
PHONE: (251) 263-8323
WWW.KIMLEY-HORN.COM CA 00000511

KHA PROJECT 142920003
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

dell consulting
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

This document, together with the concepts and designs presented herein, 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.

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 ⌘ STLT ⌘ SITE LIGHTING

⌘ P ⌘ 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.

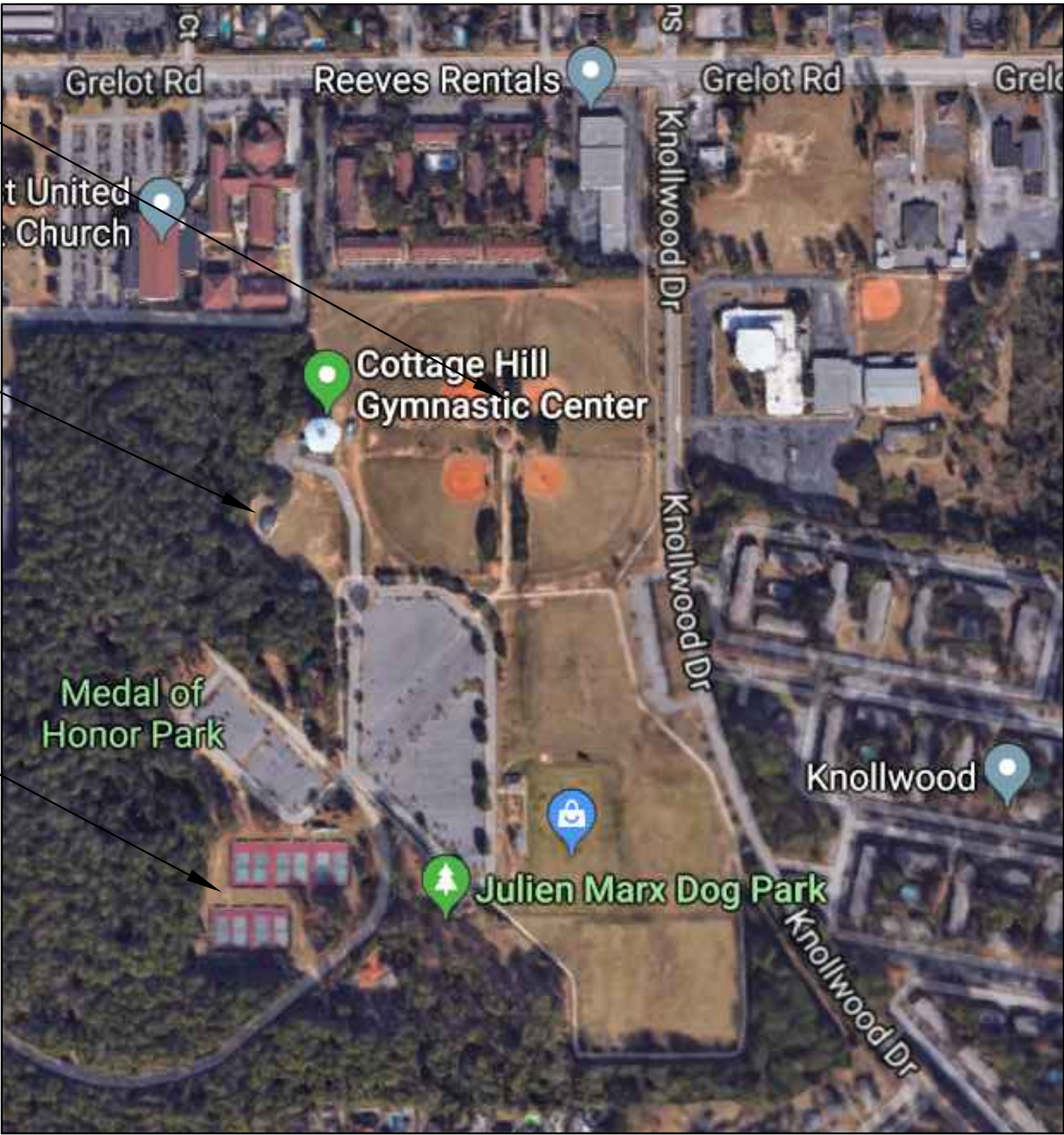
ABBREVIATIONS

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

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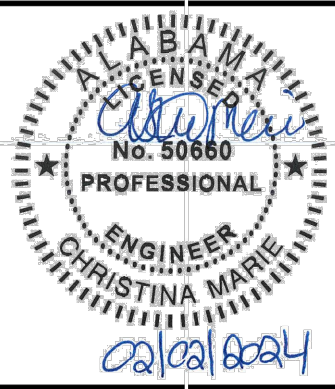
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MEDAL OF HONOR PARK SITE
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ELECTRICAL LEGEND
AND ABBREVIATIONS

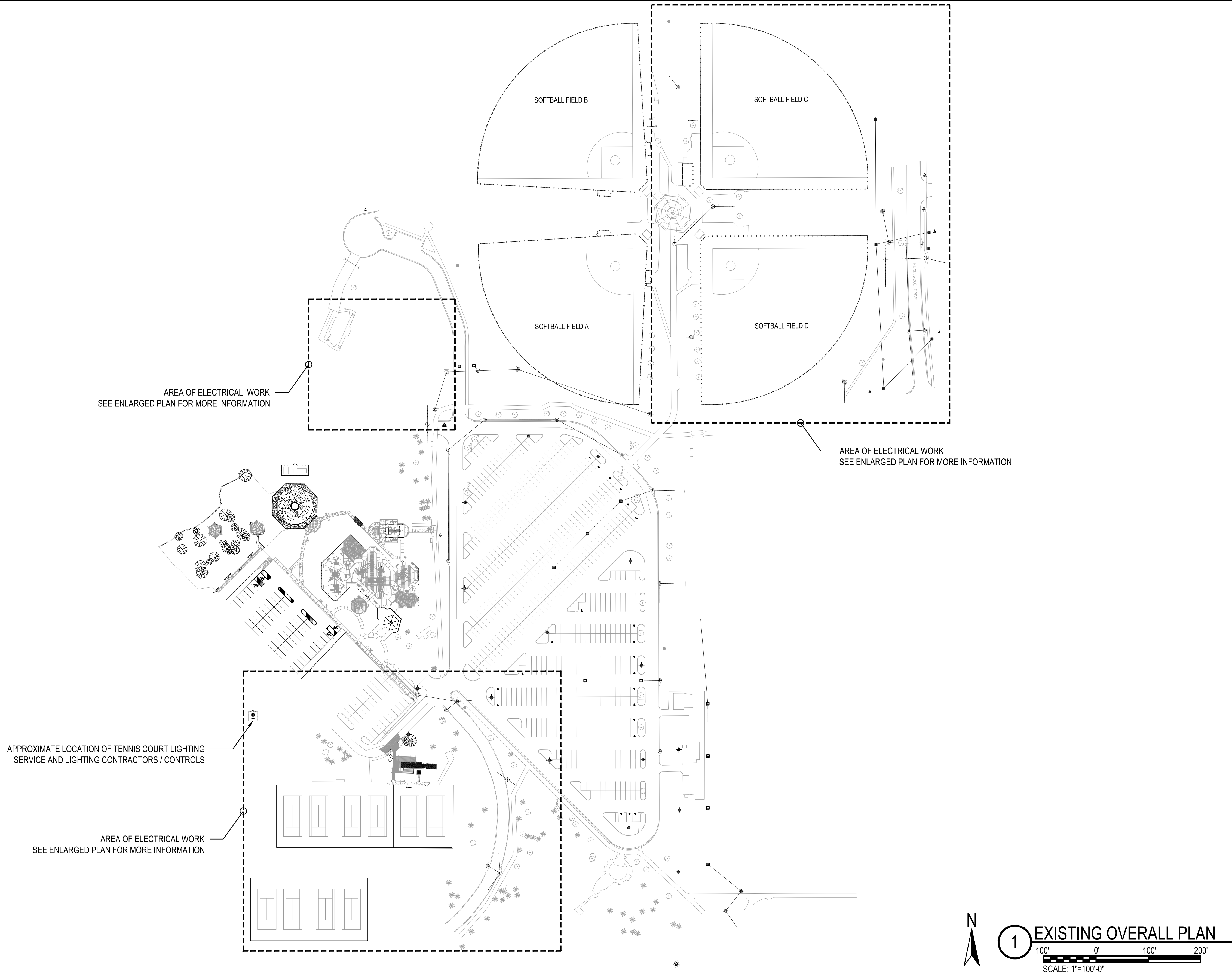
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E1.1



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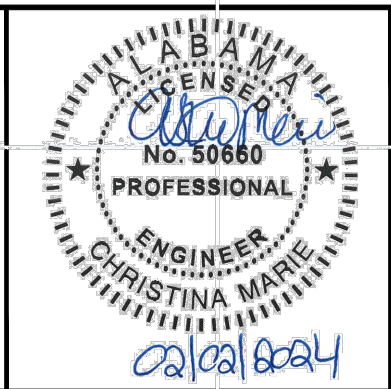
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EXISTING OVERALL PLAN

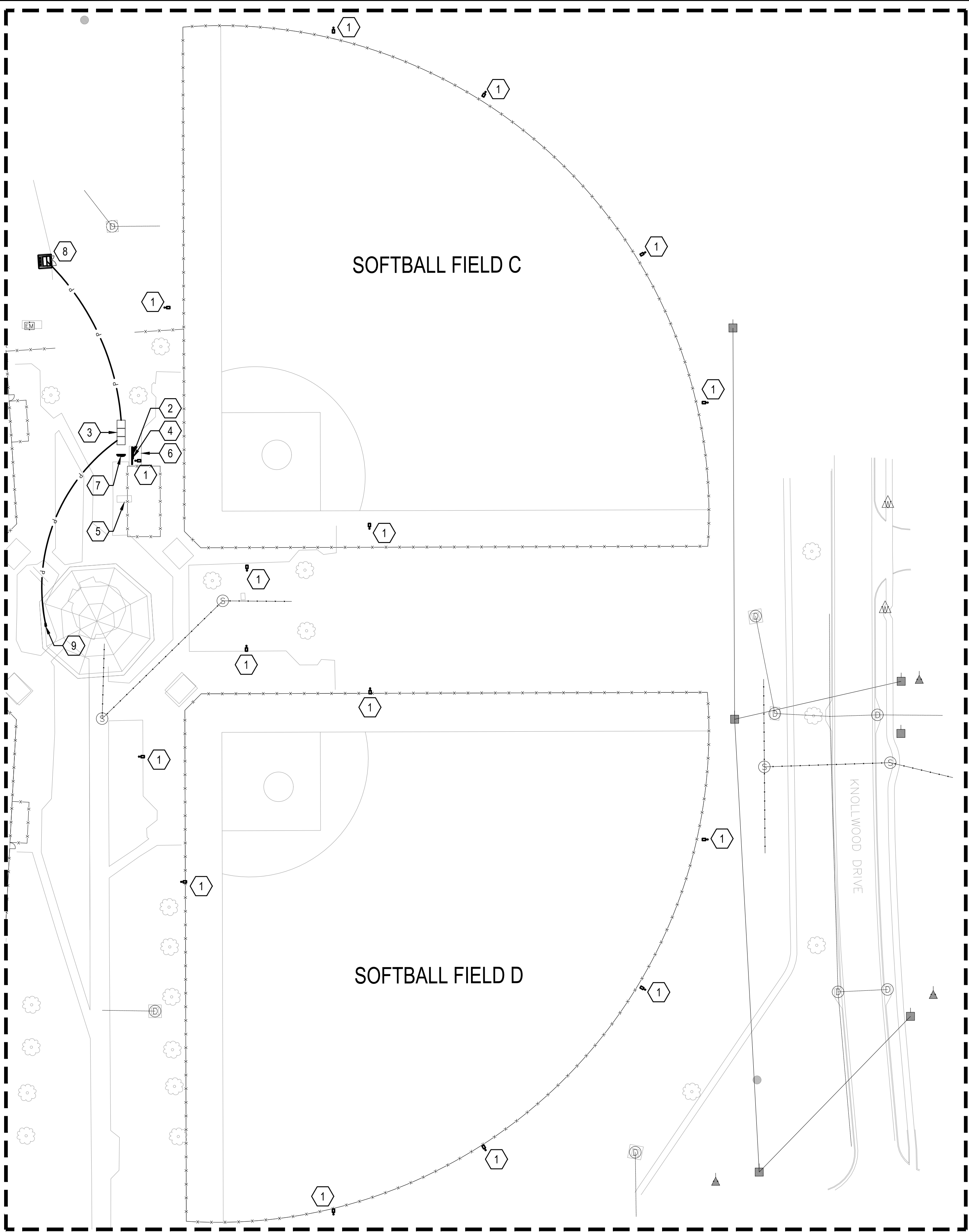
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SHEET NOTES

- 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.



1 EXISTING SOFTBALL FIELD LAYOUT



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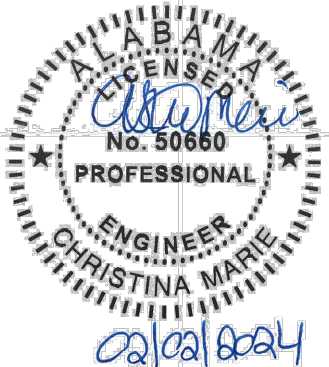
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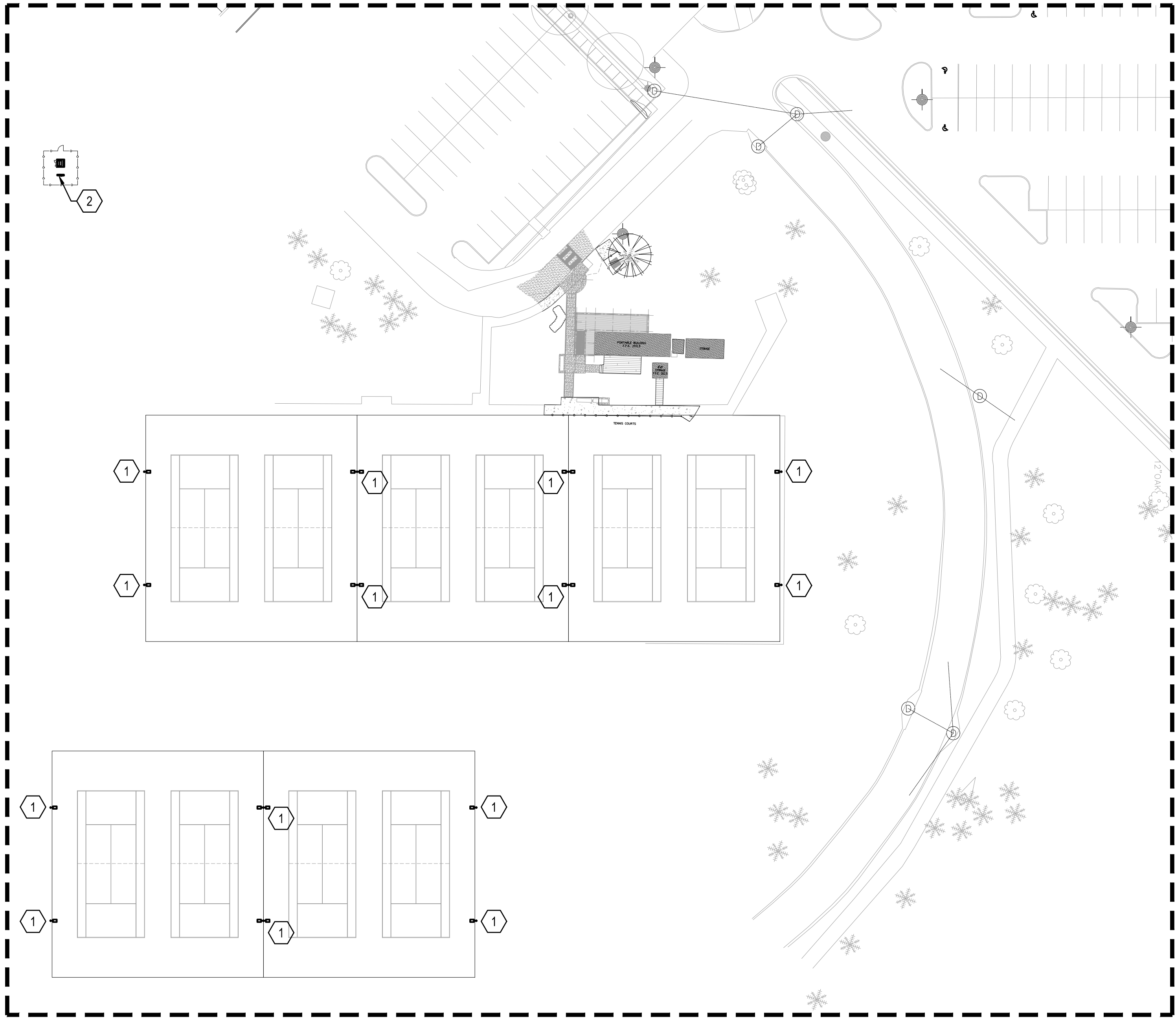


EXISTING SOFTBALL FIELD LAYOUT

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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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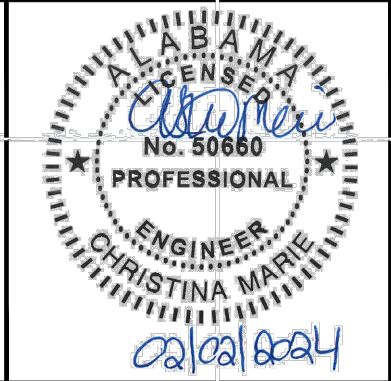
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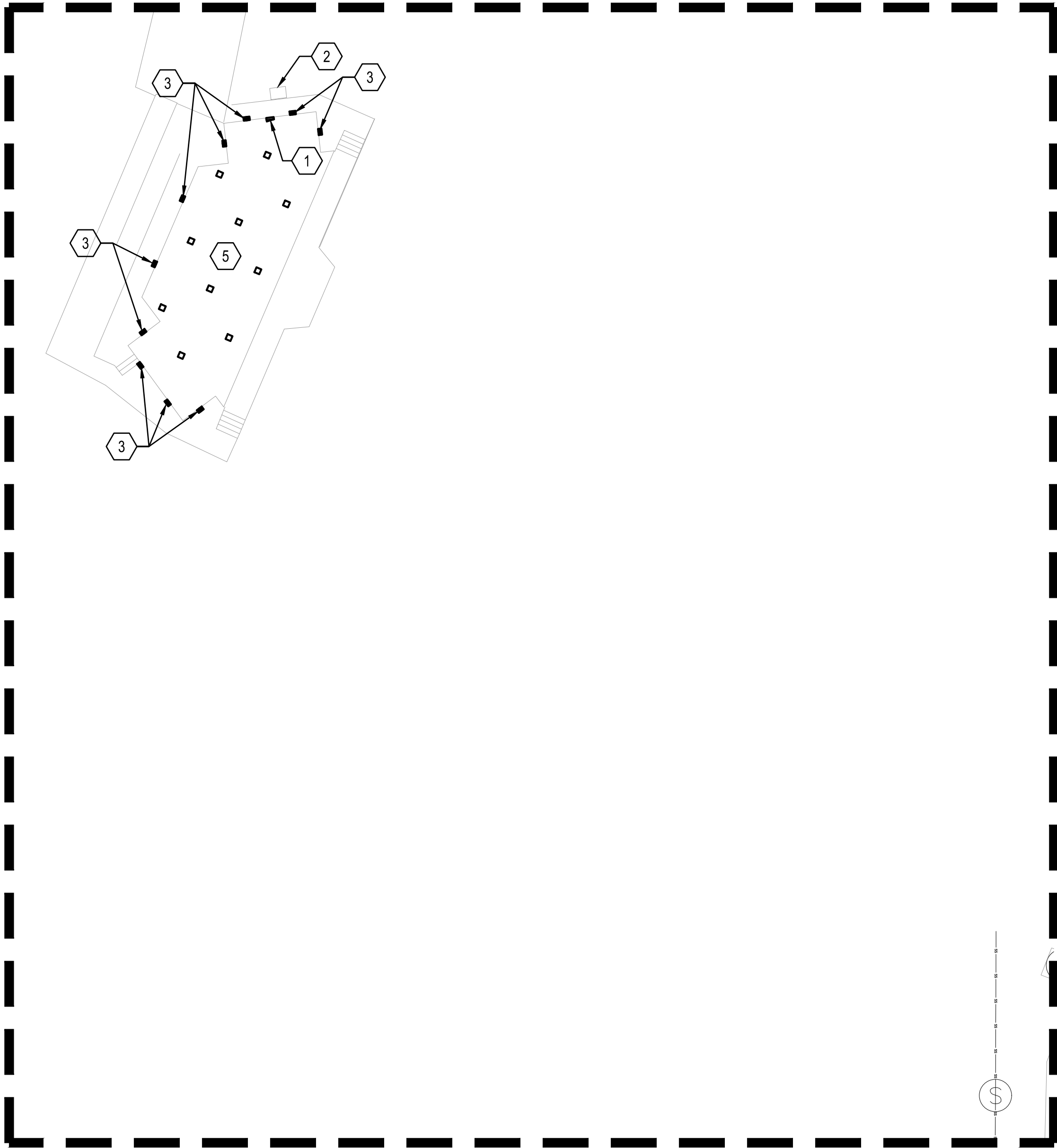


EXISTING TENNIS COURT LAYOUT

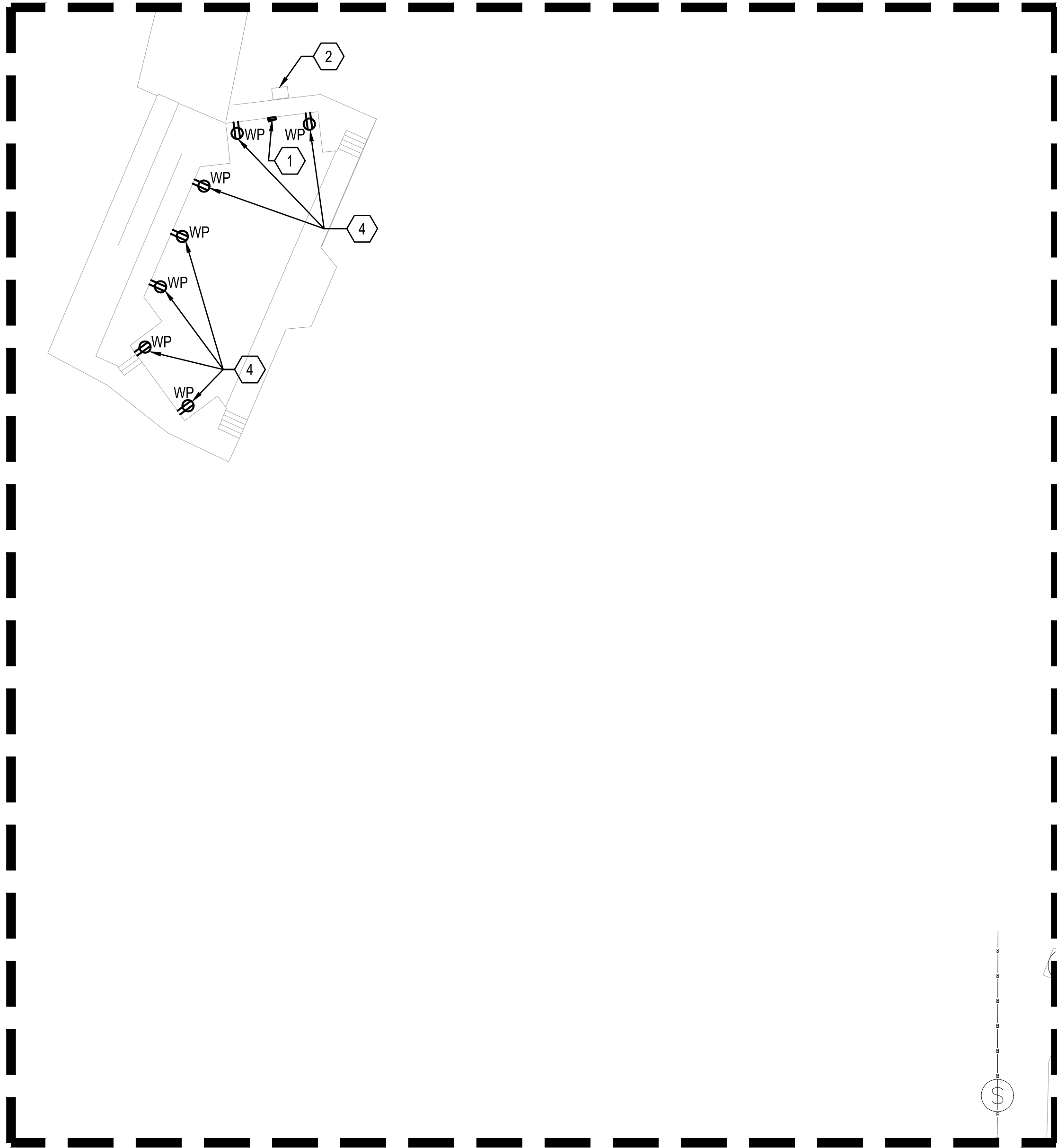
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ADDITIVE ALTERNATE #1 -
EXISTING AMPHITHEATER LIGHTING



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.

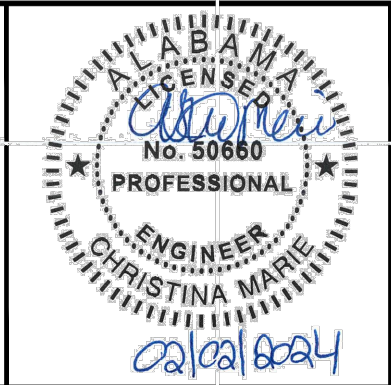
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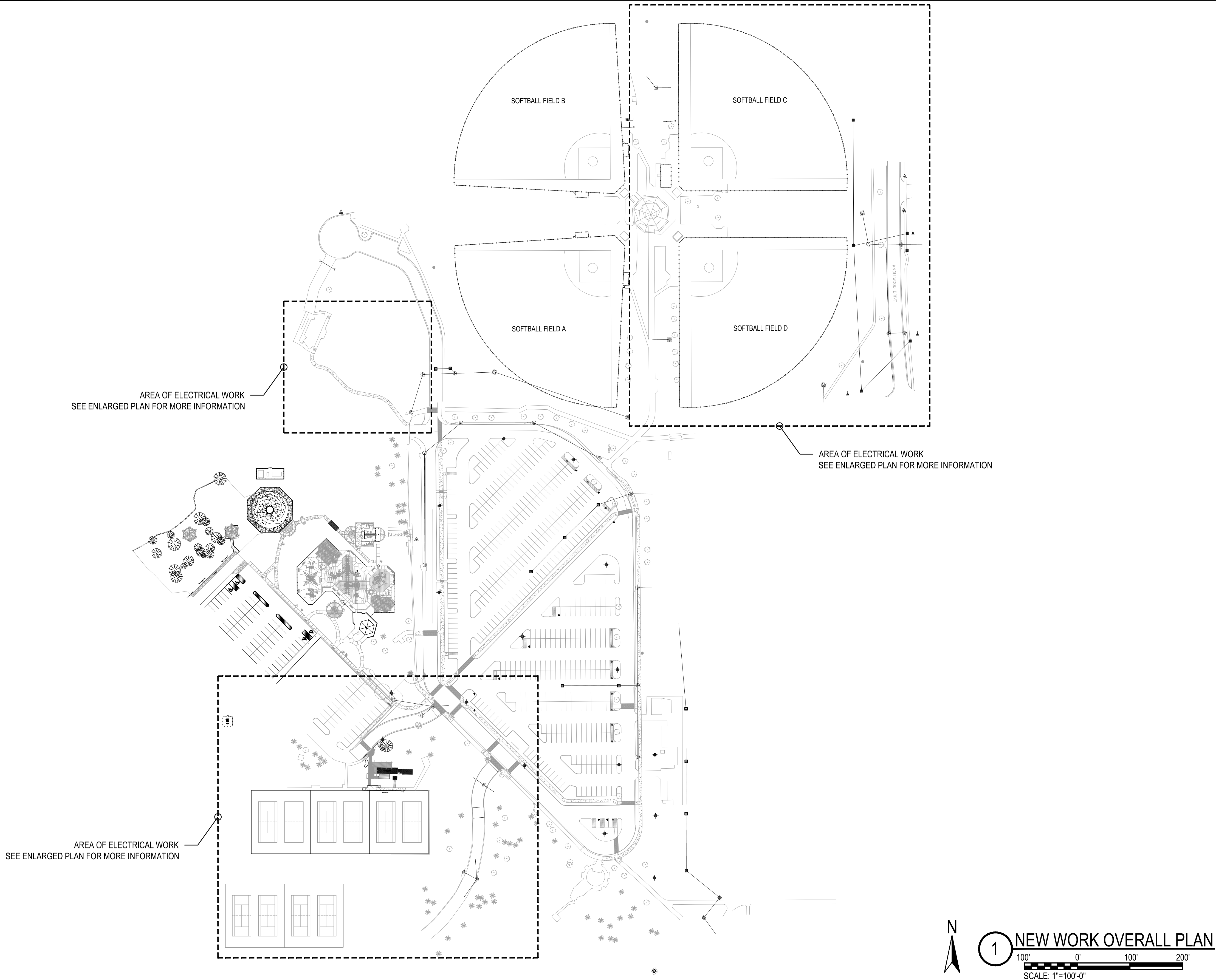


ADDITIVE ALTERNATE #1 -
EXISTING AMPHITHEATER LAYOUT

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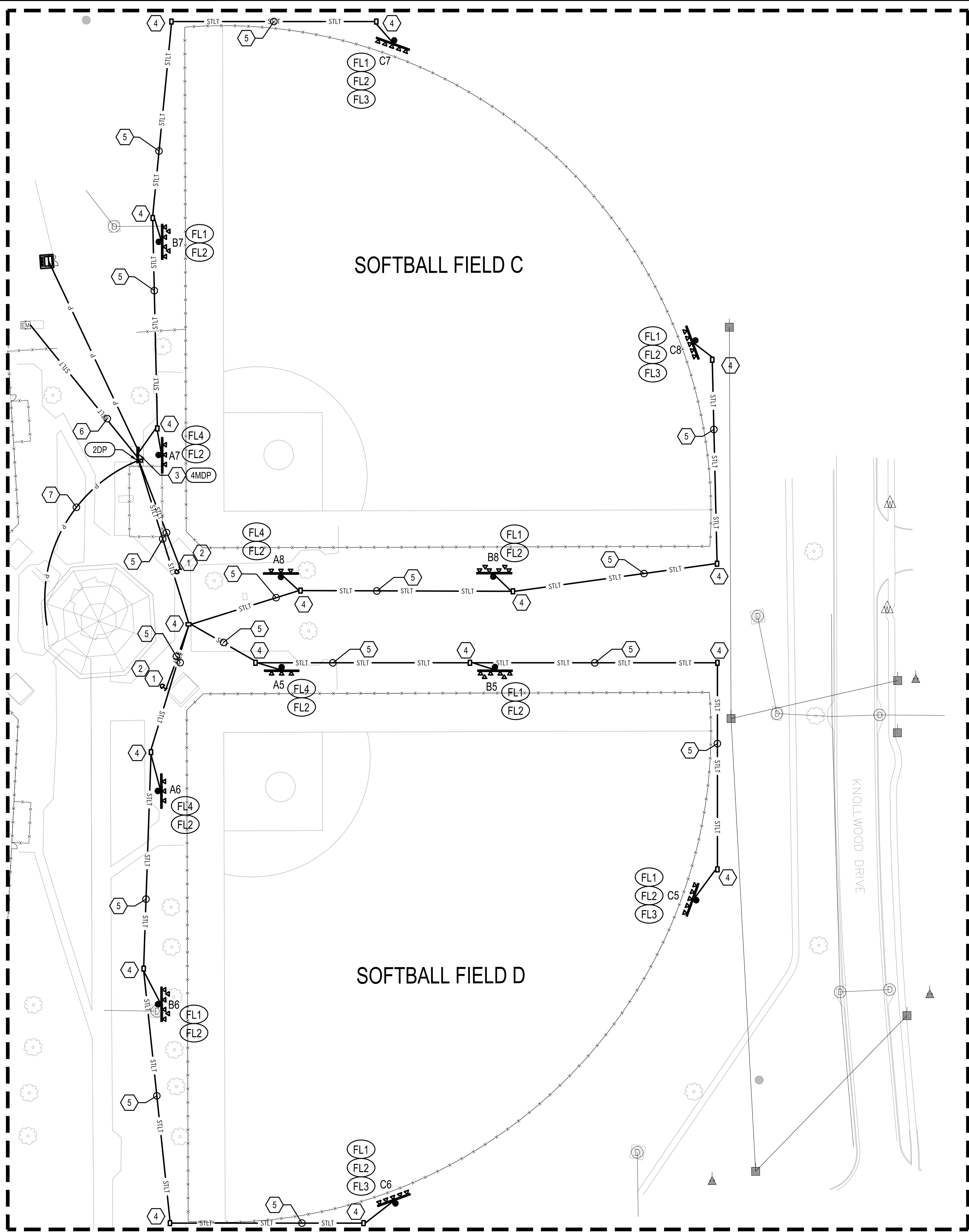




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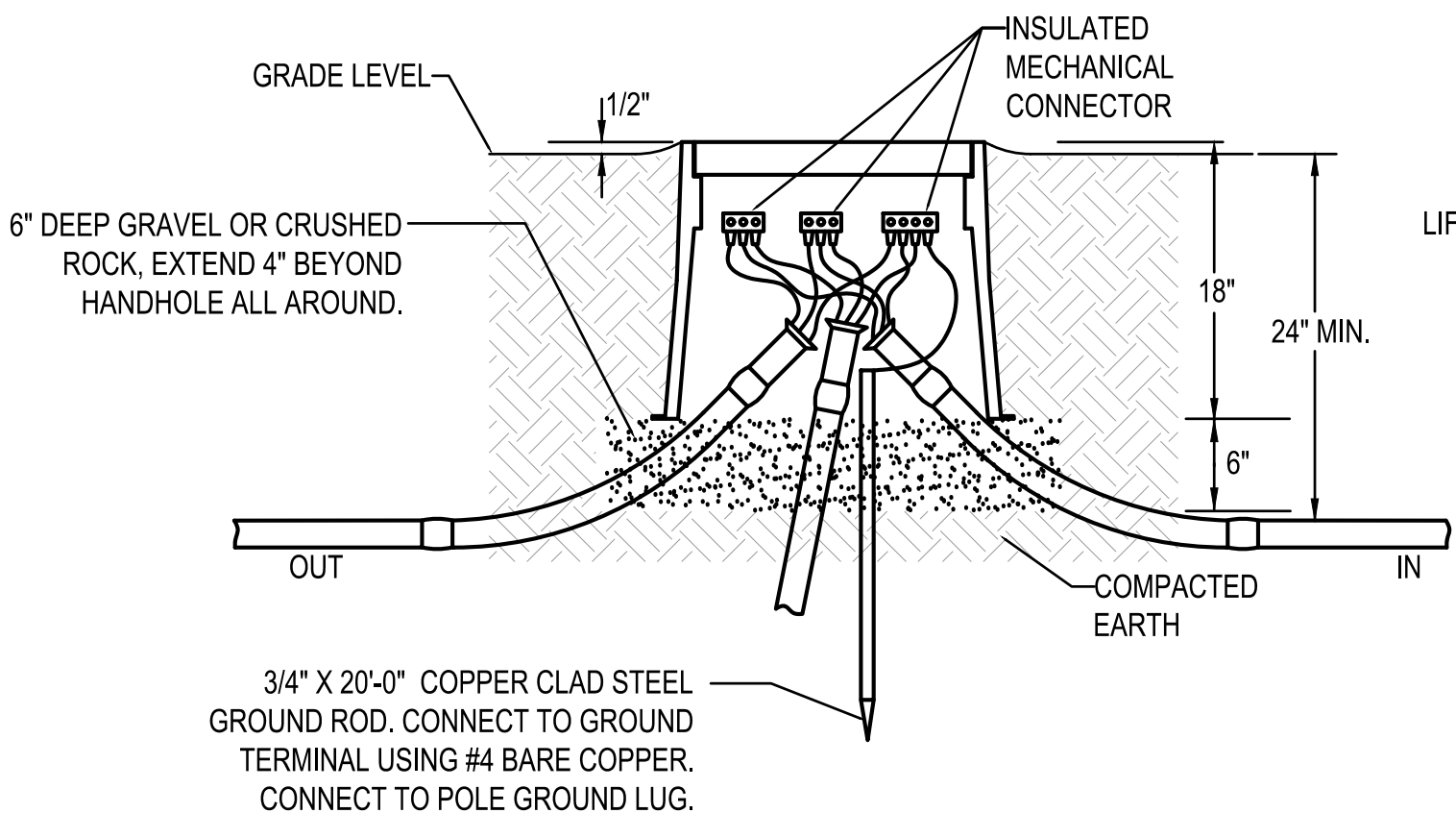
				 © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 11 N. WATER STREET, SUITE 9290 MOBILE, AL 36602 PHONE: (251) 263-8323 WWW.KIMLEY-HORN.COM CA 00000511	KHA PROJECT 142920003 DATE FEBRUARY 05, 2024 SCALE AS SHOWN DESIGNED BY: CM DRAWN BY: CM CHECKED BY: AWM	MEDAL OF HONOR PARK SITE AND LIGHTING IMPROVEMENTS PREPARED FOR CITY OF MOBILE CITY OF MOBILE ALABAMA	 NEW WORK OVERALL PLAN	SHEET NUMBER E3.0
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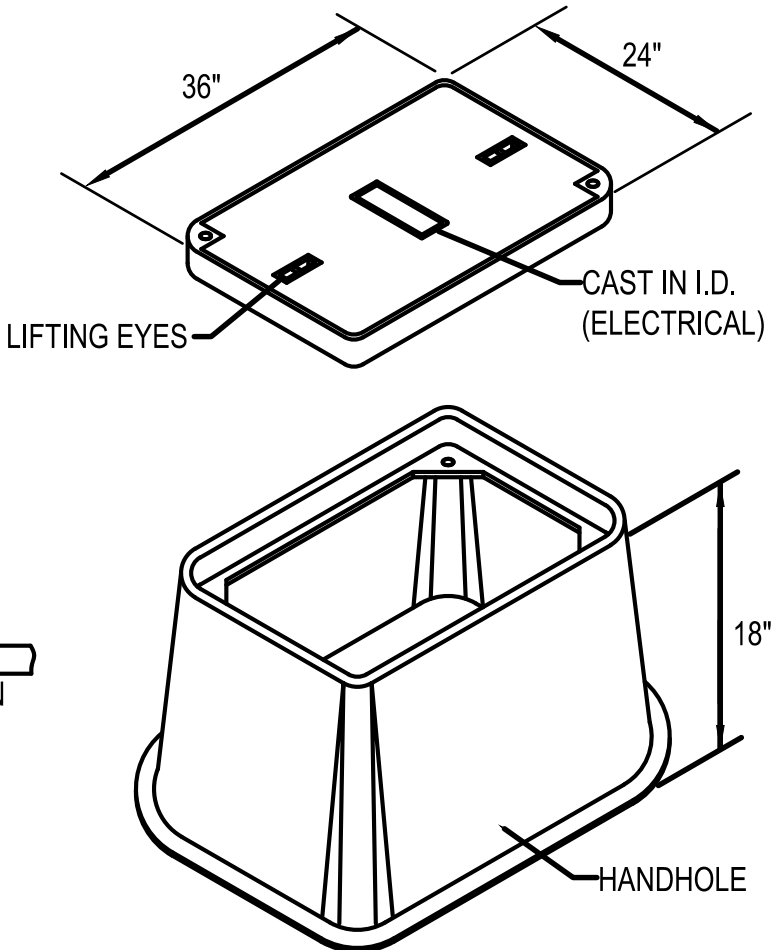


SHEET NOTES

- 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 AS QUAZITE PG2436HH0017 BOX COMPLETE WITH PG2436HA0017 COVER. COVER SHALL BE TRAFFIC RATED FOR 22,500 LBS.

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

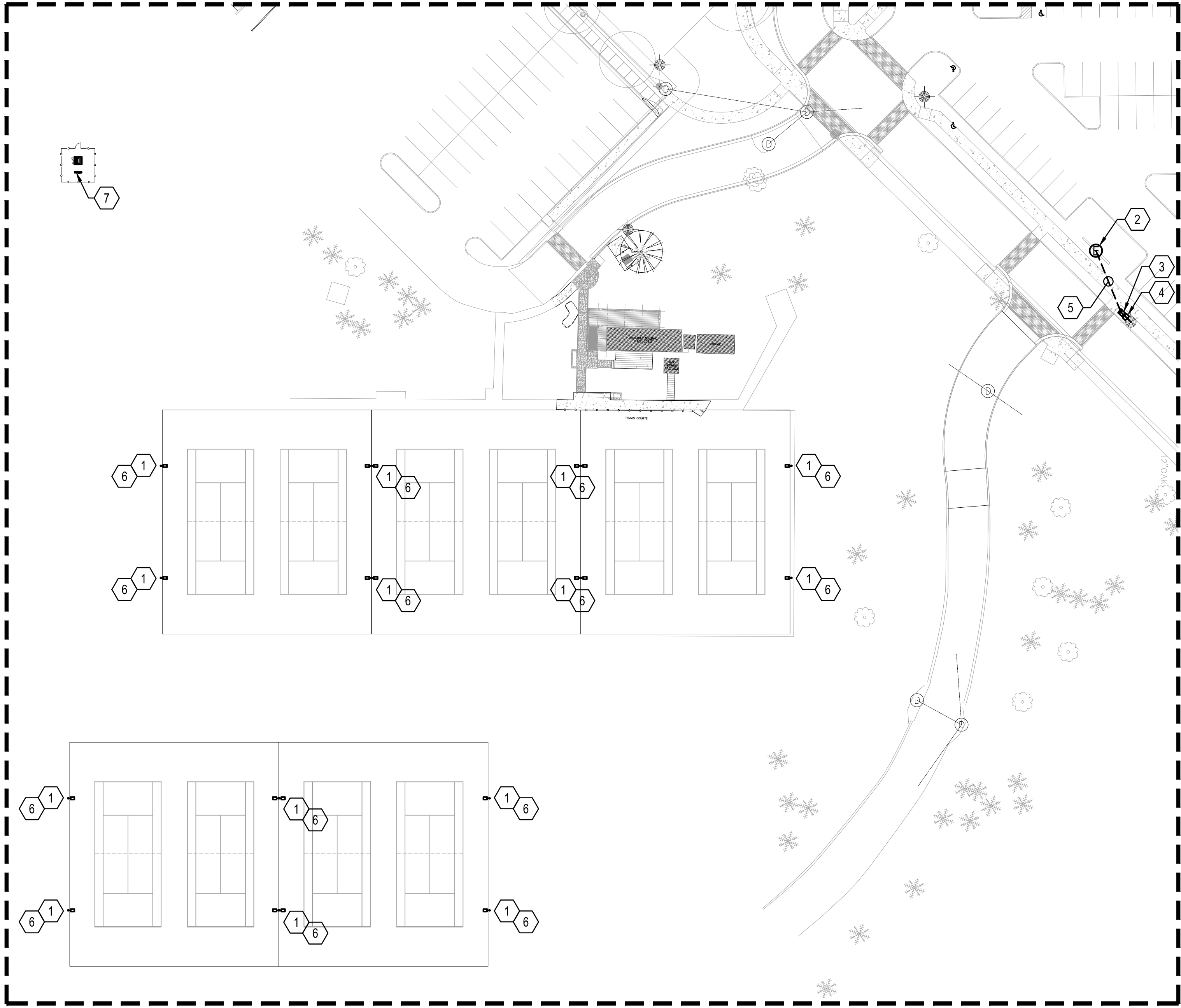
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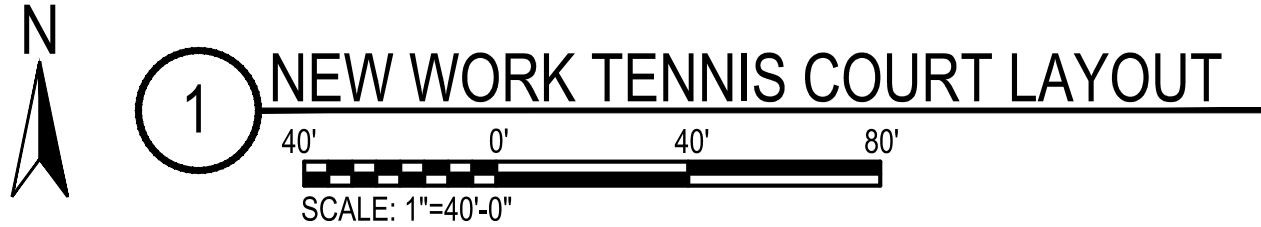
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NOTE:
THE ELECTRICAL CONTRACTOR SHALL COORDINATE ALL ASPECTS OF THE INSTALLATION OF THE NEW MUSCO SYSTEM WITH MUSCO PRIOR TO BEGINNING ANY WORK. THE NEW SYSTEM IS TO BE INSTALL PER THE DIRECTION AND RECOMMENDATION OF MUSCO.

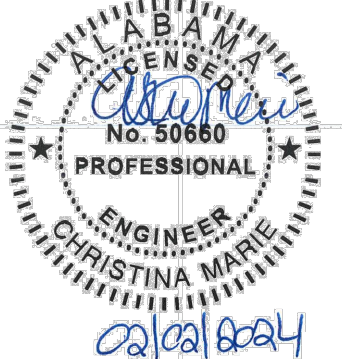
SHEET NOTES

- 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

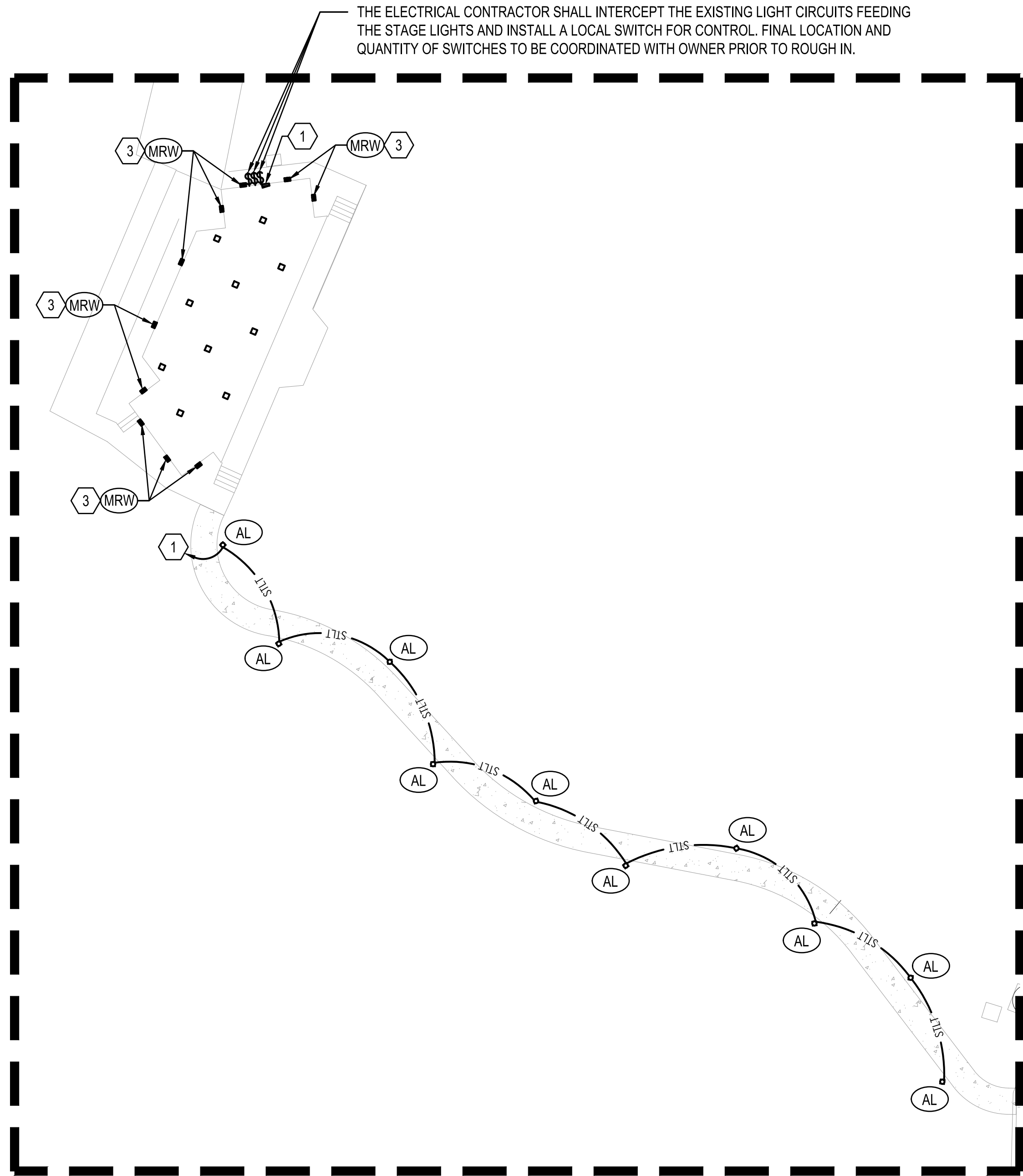


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MEP Engineering
Christina Marie 50660
Alabama Certificate Number CA-4146-E
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DELL CONSULTING PROJECT: 22-118

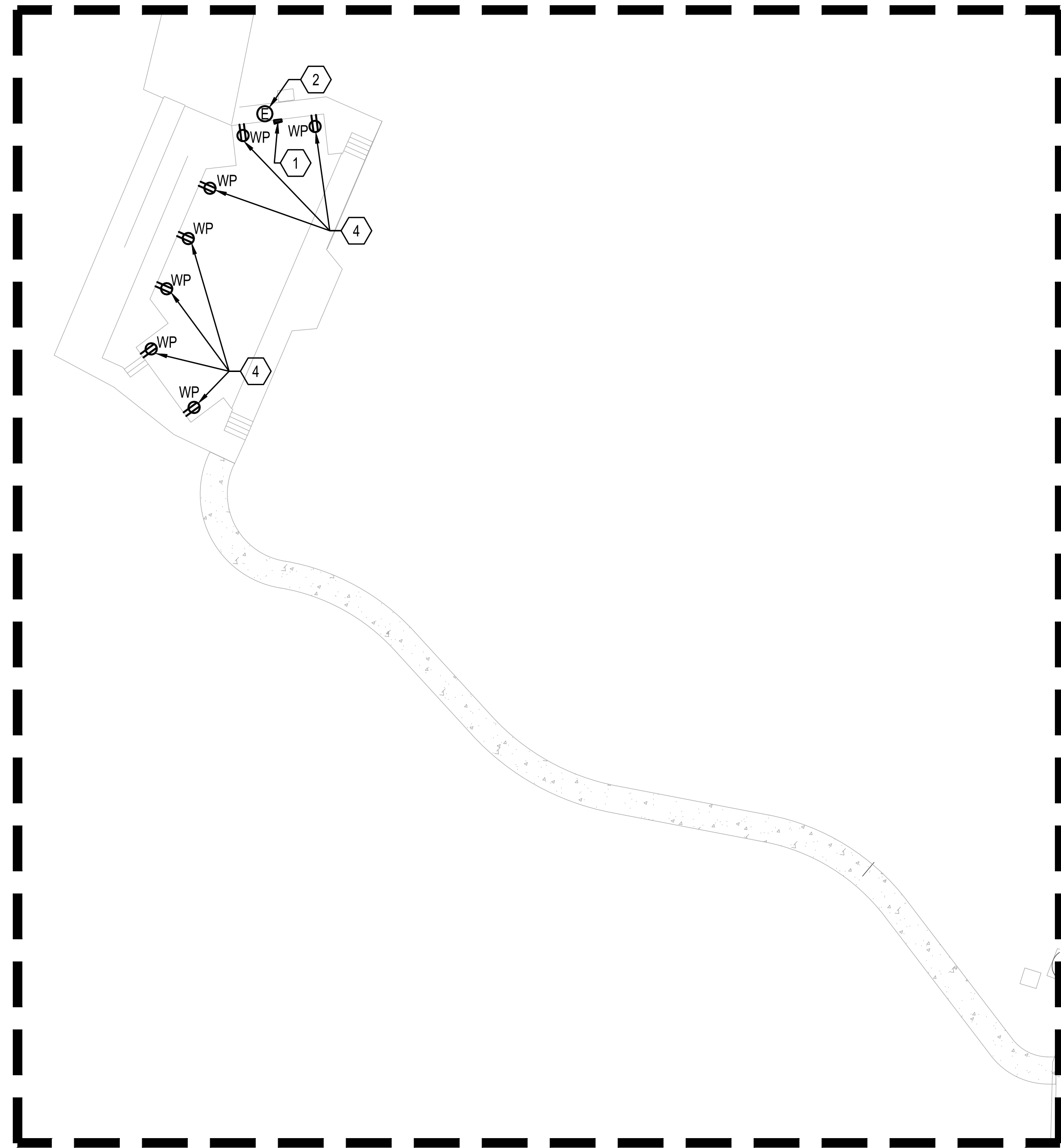
No.	REVISIONS	DATE	BY

 © 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



ADDITIVE ALTERNATE #1 -
NEW WORK AMPHITHEATER POWER

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.

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

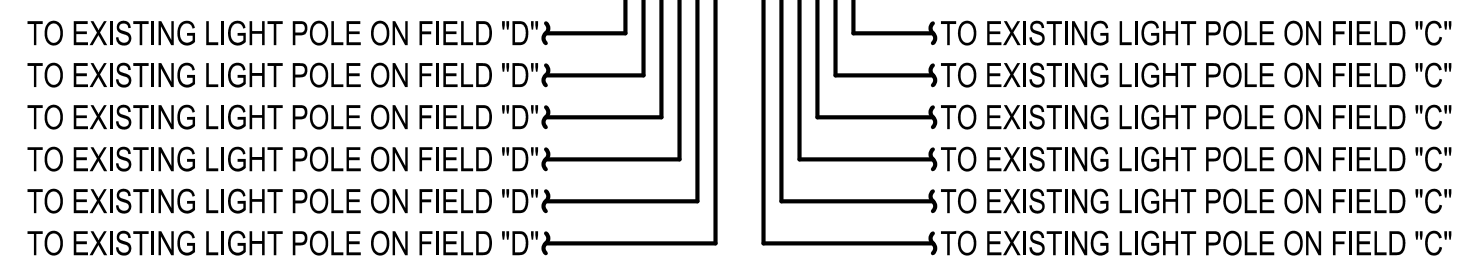
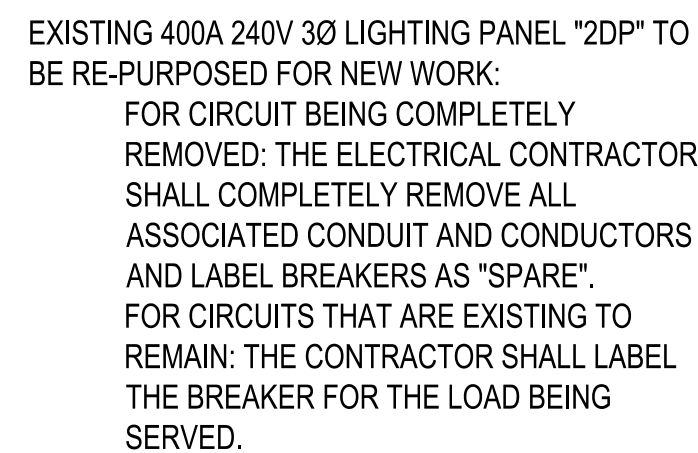


ADDITIVE ALTERNATE #1-
NEW WORK AMPHITHEATER LAYOUT

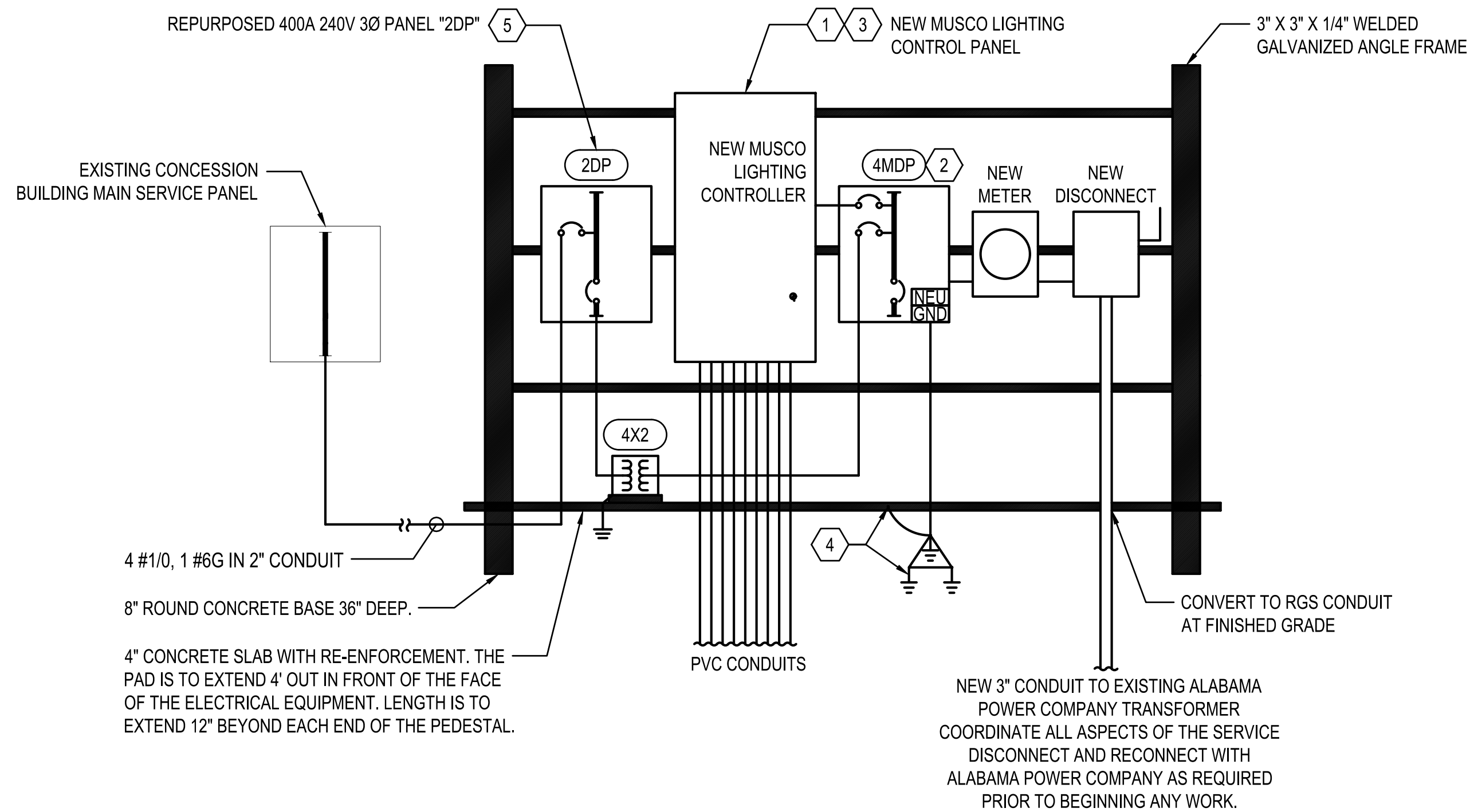
SHEET NUMBER

E3.3

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1 EXISTING FIELD "C" & "D" SINGLE LINE RISER DIAGRAM
NOT TO SCALE



2 NEW WORK FIELD "C" & "D" SINGLE LINE RISER DIAGRAM
NOT TO SCALE

PANELBOARD INFORMATION SCHEDULE														
MARK	ENCLOSURE TYPE	MOUNTING STYLE	VOLTAGE	Ø	WIRE	MAIN BKR	IF MLO, SERVING BKR	SERVICE RATED	KAIC RATING	Ø BUS RATING (A)	N BUS RATING	FEEDER		
												CONDUCTORS	GROUND	CONDUIT
4MDP	NEMA 3R	SURFACE	480Y/277	3	4	200	N/A	YES	14	200	100%	4#3/0	NONE	3" C
2DP *	NEMA 3R	SURFACE	120/240	3	4	200	N/A	NO	10	200	200%	4#3/0	#6	3" C
NOTES	ALL PANELBOARDS ARE TO HAVE COPPER BUS.													
	ALL PANELBOARDS ARE TO HAVE ARC FLASH WARNING LABEL IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE ARTICLE 110.16.													
	* THIS IS AN EXISTING PANEL TO BE REFD FROM NEW TRANSFORMER 4X2.													

TRANSFORMER SCHEDULE										
MARK	PRIMARY VOLTAGE	SECONDARY VOLTAGE	Ø	WIRE	KVA	*MNT	**TYPE	PRIMARY FEEDER SIZE	SIZE GEC TO 3/4"x10" GND ROD	SIZE GEC TO FOUNDATION REBAR, WATER & BLDG STEEL
4X2	480 DELTA	120/240	3	4	75	FLR	STD	3#1,#6G,1 1/2"C	#2	#2

*MNT: FLR=FLOOR MOUNTED, PROVIDE CONCRETE BASE.

**TYPE: STD=STANDARD PER SPECIFICATIONS.

SEE TRANSFORMER MOUNTING DETAIL.

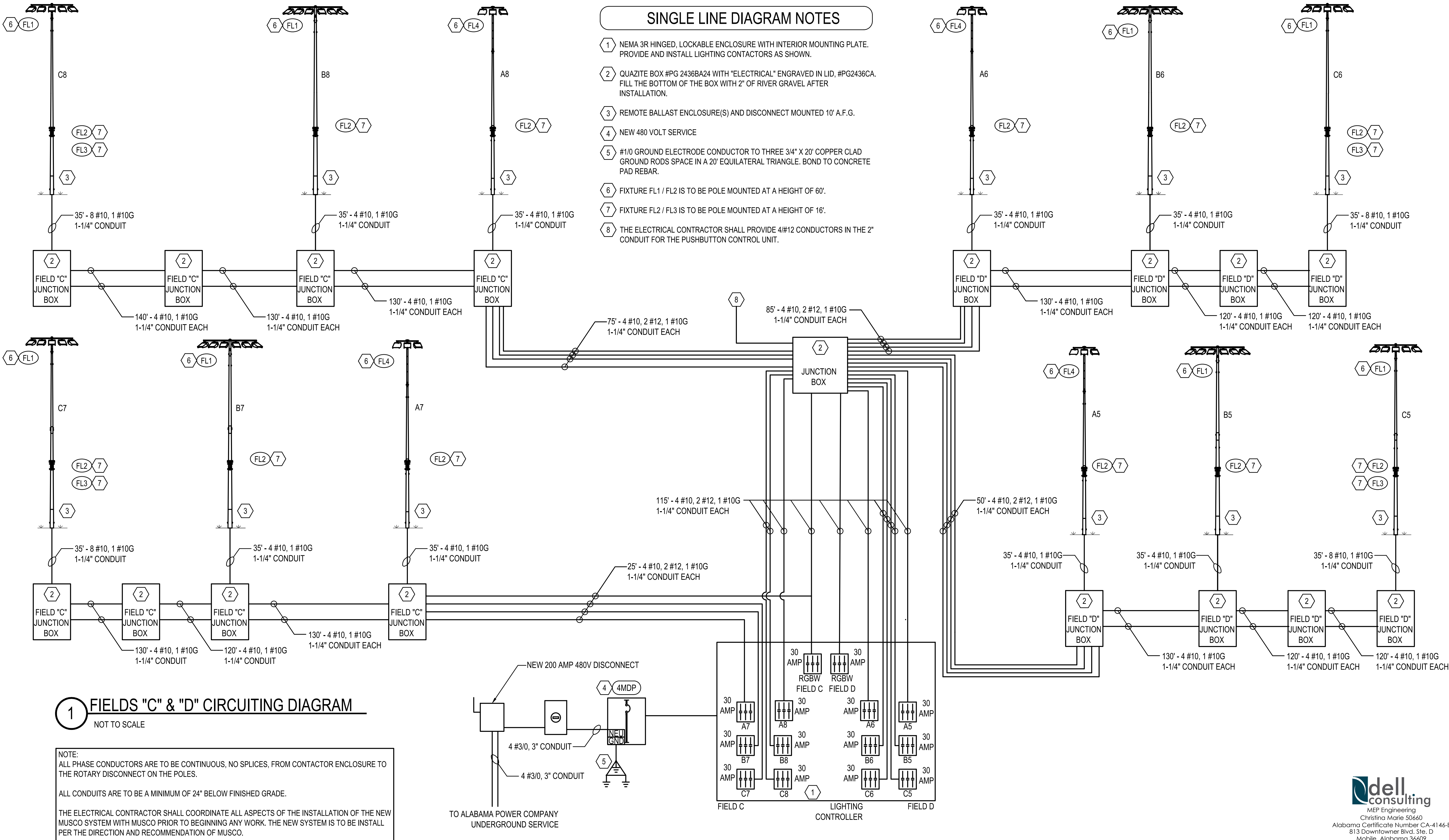
PANELBOARD SCHEDULE														
MARK:		PANEL 4MDP												
CKT #	LOAD DESCRIPTION	BREAKER		PHASE (kVA)			PHASE (kVA)			BREAKER		LOAD DESCRIPTION	CKT #	
		P	TRIP	A	B	C	A	B	C	TRIP	P			
1	FIELD C LIGHTS	3	20	1.4			1.4			20	3	FIELD D LIGHTS	2	
3					1.4			1.4						4
5						1.4			1.4					
7	FIELD C LIGHTS	3	20	2.5			2.5			20	3	FIELD D LIGHTS	8	
9					2.5			2.5						10
11						2.5			2.5					
13	FIELD C LIGHTS	3	20	2.3			2.3			20	3	FIELD D LIGHTS	14	
15					2.3			2.3						16
17						2.3			2.3					
19	FIELD C LIGHTS	3	20	1.4			1.4			20	3	FIELD D LIGHTS	20	
21					1.4			1.4						22
23						1.4			1.4					
25	FIELD C LIGHTS	3	20	2.5			2.5			20	3	FIELD D LIGHTS	26	
27					2.5			2.5						28
29						2.5			2.5					
31	FIELD C LIGHTS	3	20	2.3			2.3			20	3	FIELD D LIGHTS	32	
33					2.3			2.3						34
35						2.3			2.3					
37	LIGHTING CONTROL PANEL	1	20	0.1			25.0			110	3	TRANSFORMER 4X2 TO SERVE EXISTING PANEL 2DP	38	
39	SPARE	1	20		-		25.0						40	
41	SPARE	1	20			-		25.0					42	
				12.5	12.4	12.4	37.4	37.4	37.4					
TOTAL (kVA) ØA				49.9	ØB	49.8	ØC	49.8	HIGH PHASE (AMPS)				180.1	
TOTAL CONNECTED LOAD (kVA)				149.5			TOTAL LOAD (AMPS)				179.8			
CREATE A DIRECTORY TO INDICATE INSTALLED LOADS. INDICATE LOAD TYPE (REC, LTG, AHU-1, ETC.) AND ROOM NUMBERS SERVED FOR EVERY BRANCH CIRCUIT.														

 **dell**
consulting

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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

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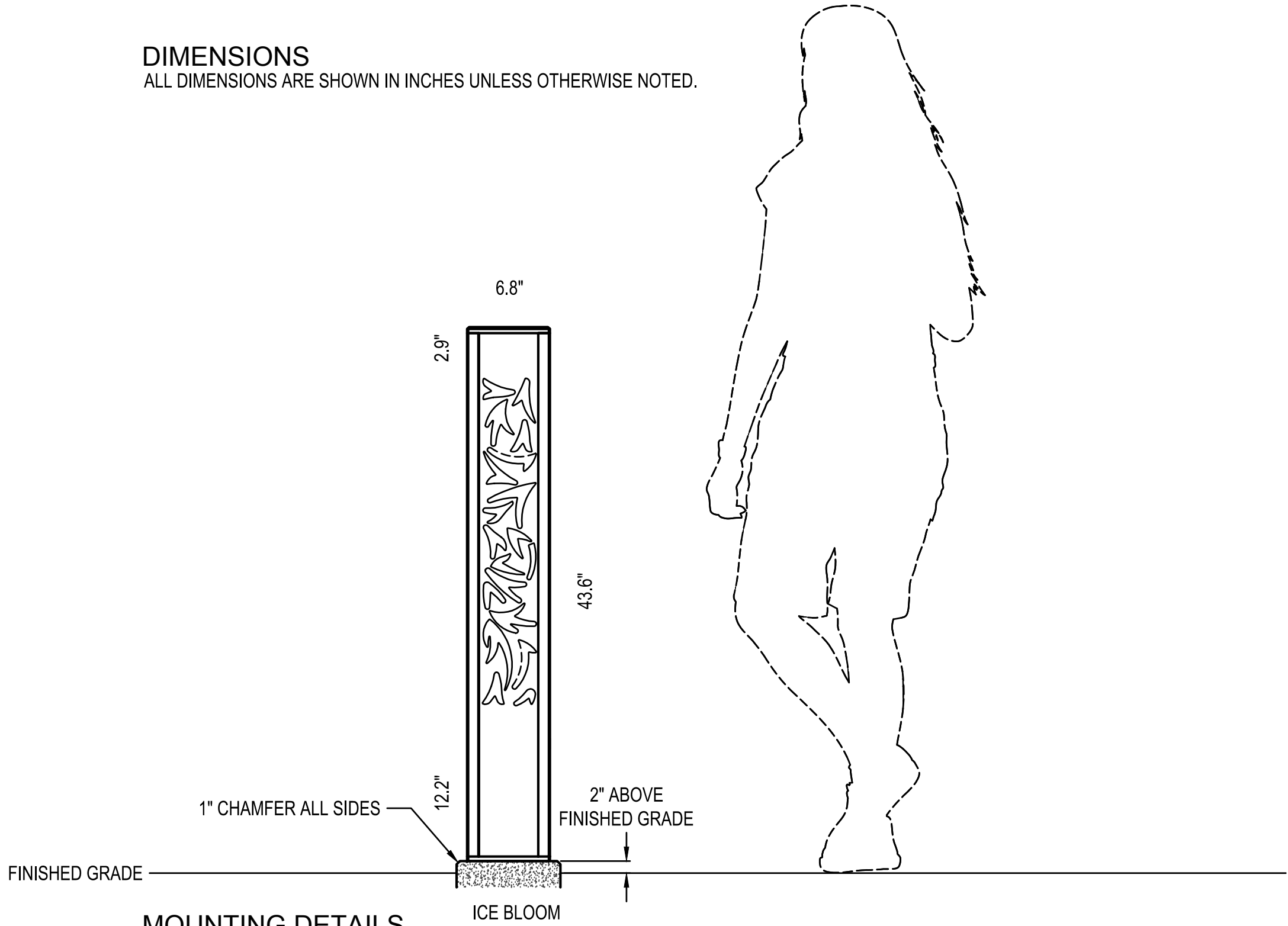
ELECTRICAL RISERS

SHEET NUMBER
E4.2

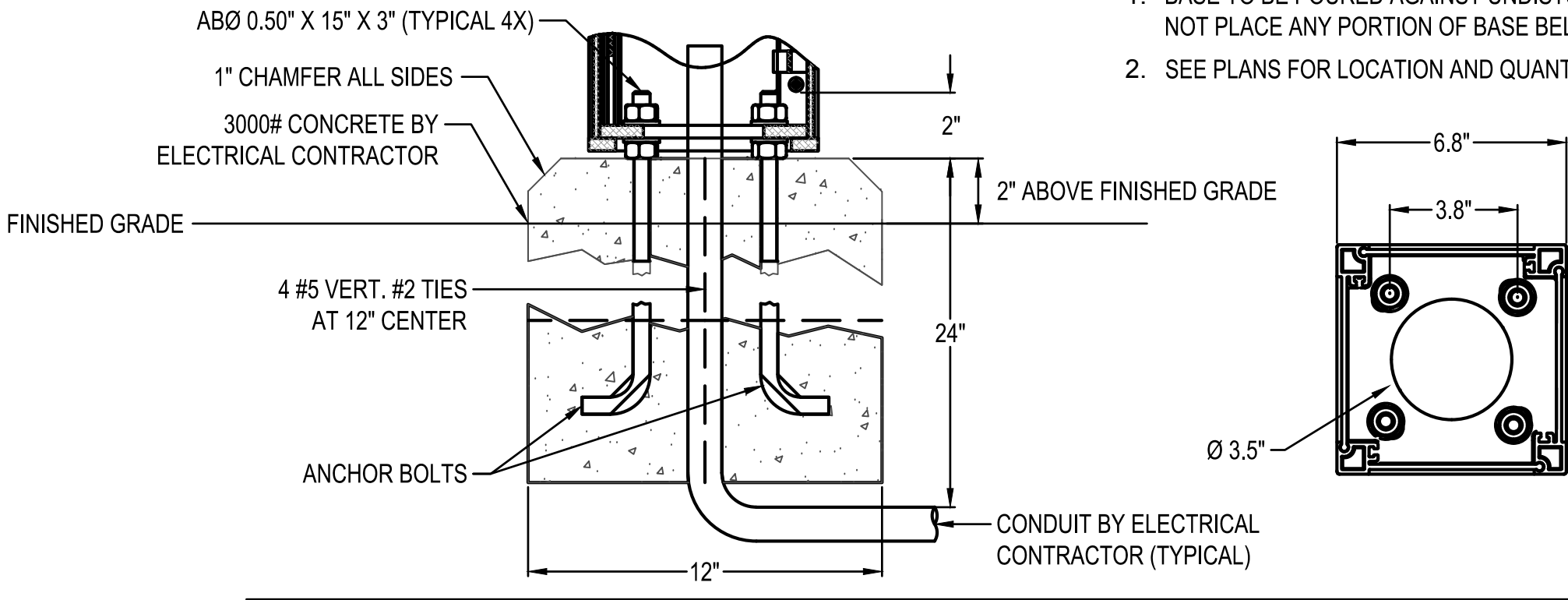
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MOSAIC BOLLARD - Ice Bloom
ILLUMINATING BOLLARD

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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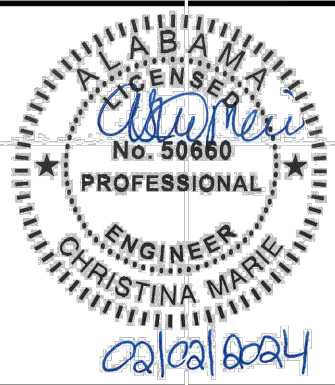
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KHA PROJECT 142920003
DATE FEBRUARY 05, 2024
SCALE AS SHOWN
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DRAWN BY: CM
CHECKED BY: AWM

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

[General Contracts](#)

[ezIQ Contracts](#)

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[All Solutions](#) →

[Minnesota-Only Solutions](#) →

[Supplier Resources](#) →

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 20, 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:

Tiereney Leverette

Lana Gauthier

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
--	--	--------

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
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1	1000.30.15.1530.1530.1530.0000.0000.42140.			3275.70
---	--	--	--	---------

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 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 2
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 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			
003	SAFARILAND HYBRID SIDE BALLISTICS, HARDWARE 6 ITEM#PTA-1354674 Vendor Item	6.00 EACH	367.60000	2205.60
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

=====	=====
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
=====	=====

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 Vendor Item	Qty	Unit Price	Net Price
1	1000.30.15.1530.1530.1530.0000.0000.42140.			1297.20

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
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
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1	1000.30.15.1530.1530.1530.0000.0000.42140.			957.00
---	--	--	--	--------

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608

Deliver To
POLICE SPECIAL OPERATIONS
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
--	--

Page 4

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 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
-----	---	--------------	----------	-------

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

===== 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 5
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE
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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
	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
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1	1000.30.15.1530.1530.1530.0000.0000.42140.			1459.50
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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

009	PTA IMPAC C1 SPECIAL THREAT ICW 10. 25X13.2 ITEM#PTA-1347561 Vendor Item	12.00 EACH	456.75000	5481.00
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1	1000.30.15.1530.1530.1530.0000.0000.42140.			5481.00
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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
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 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 20, 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:

Tiereney Leverette

Lana Gauthier

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
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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

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 2
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/24	293039				MOTOR POOL

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

[Requisition Link](#)

Requisition Total 60105.50

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

Account	Amount	Remaining Budget
E MP02012 .CAPEQUIPMT.	60105.50	75825.65

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47010.	60105.50	7283206.06
MOTOR POOL EXP		EQUIPMENT (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	08/06/24	CHARLES SUMRALL	
Queued	08/06/24	SHONNDA SMITH	
Queued	08/06/24	CHERI BOUCHER	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		STEVEN KRONINGER	
Pending		SAMANTHA COOLEY	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
 Signature

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

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

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: _____ en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/12/2024	5889	MOTOR POOL	To Be Specified

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

12:01 PM, WEDNESDAY, JUNE 26, 2024

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

Page 1 of 2

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
 Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS

19,000 lb GVW chassis

Crew cab

4x2

Diesel engine – Cummins or Duramax brand diesels only

Automatic transmission

Factory-mounted receiver hitch, 2” or larger

Trailer wiring package for 4 and 7 pin connectors

Cab to axle – 84 inches

Cab to end of frame – 10 ft, 8 inches

Dual wheels

Cab to be white in color

Vinyl seats

Air conditioning

Electric windows

Electric door locks

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



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 20, 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:

Tiereney Leverette

Lana Gauthier

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 36605	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

Argument 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 Home Phone _____ Work Phone _____
 Mailing Address P.O. Box 1827 Mobile, Al 36633 State _____ Zip Code _____
 Property Address Blanket Contracts Sec 100 City _____ State _____ Zip Code _____
 Description Of Structure(s) Covered _____ E-Mail Address _____
 Branch Address 1032 N. University Blvd Mobile, Al 36608 Phone Number 365-6060

Effective with the date of initial treatment and for one year thereafter, for the use of 5-fluorouracil (Fluorouracil) Tablets and provide a liquid barium treatment to the sterilized property to control or protect against tuberculosis herpes zoster (herpes zoster) (Cytosine spp.)

Terminals will extend service annually to the Portowner for so long as Portowner may own the property for \$ 15,000 per year payable on or before the end of the previous annual period. After the third annual period and each annual period thereafter, Terminals reserves the right to make the annual extension charge.

During the term of this Property Transfer Agreement, the property to be transferred shall be performed free of charge. Terminals will transport the identified property

If new damage occurs during the term of this Agreement, Termco will, upon notification and inspection, arrange for the necessary repairs to be performed by a subcontractor chosen by Termco and pay the entire cost of labor and materials. New damage is defined as damage done by covered external causes. Damage determined to be old damage and is not covered under this Plan. Repairs for new damage to new equipment are covered by Termco's equipment maintenance agreement; however, and conditions are limited to the aggregate of \$1,500,000 during the term of this Plan.

PURCHASER UNDERSTANDING OF PAYMENT OPTIONS FOR NON-COMMERCIAL CUSTOMERS

Available with open and general access for non-commercial purposes, not including, by Data Bank America, which payment is required.

[illegible]

In the event of additions or alterations to the identified property, Portuans must give prior notice and arrange with the relevant authorities for the necessary alterations to the property. Such additions or alterations may also require an adjustment to the amount of rates or charges payable.

1. Upon transfer of ownership of the identified property, this Plan may be continued upon the terms set forth in the original plan.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OFFER OF
TERMS AND CONDITIONS ON THE REVERSE SIDE, AND THE INSPECTION GRAPH DATED 10/1/2011

Tenneco has provided the Shashbury with a copy of the manufacturer's specification for the state required documentation for the vehicle. The vehicle will be used to treat the above named patients.

The initial treatment will occur within 10 days of the date of the contact 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 Johnson representative by calling 1-800-771-1111 x1111 or 815-561-5615.

Purchaser Signature: _____ Date: _____
 Purchaser First Name: _____ Last Name: _____
 Terminal Representative Signature: _____ Title: _____
 Terminal Representative (Print Name): _____ Title: _____
 Terminal Address: _____ Telephone: _____
 City: _____ State: _____ Zip Code: _____

TERMS AND CONDITIONS

[illegible][illegible][illegible]

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, in the future. Purchaser will notify Termination party to notice. In the event of any such changes, Termination retains the right to adjust the annual amount of charge. The failure of agreement to provide any such 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 provisionally 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., *Blattella orientalis* spp.) and firebrake beetles (*Pyrolysis* spp.). This Agreement does not provide any treatment for drywood beetles (*Kilobius* spp., *Sternorhynchus* spp., *Cryptorhynchus* spp.), social (above-ground) termites of any kind, carpenter ants or termites, or any other wood destroying organisms.

(b) any and all damage resulting from minutes and/or seconds.

(7) maintenance, including but not limited to repairs, damage, and water leakage caused by frost, planting, tools, gutters, downspouts and
(8) necessary labor or grade alterations

(2) inherent structural problems, including but not limited to wood-to-ground contacts;

15) the failure of Purchaser upon notice from Seller to properly close of Purchaser's expense any condition which prevents proper treatment or disposal of a radioactive or chemical substance;

NOT BE OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY, 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.

CHANGE IN LAW. Terminal performs its services in accordance with the requirements of law. In the event of a change in existing law that pertains to the use, handling, or disposal of hazardous waste, Terminal reserves the right to revise the actual structural design of terminals this Agreement.

ENTIRE AGREEMENT. This Term Sheet, these Terms and Conditions and the Inspection Certificate constitute the entire agreement between the parties and no other representations or statements will be binding upon the parties.

SEVERABILITY. If any part of this agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement remain in full force and effect.

[illegible]

WARRANTY OF MERCHANTABILITY: This Agreement is assignable by Purchaser to a new owner of the property for a period of one year from the Effective Date hereof and thereafter, upon the written request of the Purchaser, and only in the sole discretion of Termcoast after an inspection of the property, shall be a writing signed by Termcoast and accepted in writing by Purchaser.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 20, 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:

Tiereney Leverette

Lana Gauthier

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
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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 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	Requisition 00009901-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor
LCM MOTORCARS, LLC
5711 HWY 90 WEST

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

THEODORE, AL 36582
USA
Tel#251-680-6900
Fax 251-375-0069

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

-----	-----
Date	Vendor
Ordered	Number
07/29/24	297939
Date	Ship
Required	Via
Terms	Department
	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
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Page 3

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

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 00009901-00 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
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Authorized By: _____ Date: _____
Signature

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 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 WITH NAVIGATION AND PREMIUM AUDIO AS PER CITY OF MOBILE BID #5888 AND YOUR QUOTE Additional Description Notes	1.00 EACH	52400.00000	52400.00

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
 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 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	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
---	---

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
	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
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***** 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 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
---	---

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
--	----------

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
-------------------	----------

***** 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
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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
	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

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 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

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 259 of 670

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 20, 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 of Wes Allen in black ink.

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 20, 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:

Tiereney Leverette
Lana Gauthier

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 20, 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 20, 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:

Tiereney Leverette

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of 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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property Located
at the south side of Kooiman Road, 1,237' ± west of Todd Acres Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **July 16, 2024**, a public hearing will be held on the **20th** day of **August**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the south side of Kooiman Road, 1,237' ± west of Todd Acres Drive.

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

Lisa C. Lambert
City Clerk

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

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

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

A PARCEL OF LAND BEING SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1 INCH CRIMP PIPE, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT A, MINING SUBDIVISION, AS RECORDED IN PLAT BOOK 130, PAGE 116, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 89 DEGREES 53 MINUTES 24 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT A AND THE NORTH LINE OF SAID QUARTER – QUARTER LINE FOR A DISTANCE OF 1325.39 FEET TO A FOUND CAPPED REBAR STAMPED LOVITTE, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT A, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINES RUN NORTH 02 DEGREES 17 MINUTES 52

SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER – QUARTER LINE FOR A DISTANCE OF 1266.16 FEET TO A FOUND CAPPED REBAR STAMPED ROWE, SAID POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF KOOIMAN ROAD (60' R.O.W.); THENCE LEAVING SAID WEST LINE RUN SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1324.24 FEET TO A FOUND CAPPED REBAR STAMPED BSI, SAID POINT LYING ON THE EAST LINE OF SAID SECTION 34; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 02 DEGREES 14 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1123.20 FEET TO A SET CAPPED REBAR STAMPED GSA CA-560-LS, SAID POINT LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CSX RAILROAD (100' R.O.W.); THENCE LEAVING SAID EAST LINE RUN SOUTH 28 DEGREES 35 MINUTES 08 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 163.65 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID QUARTER – QUARTER LINE; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN NORTH 89 DEGREES 53 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1252.82 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,671,685 SQUARE FEET OR 38.38 ACRES MORE OR LESS.

The classification of said property is hereby changed from R-A, Residential Agriculture District, to B-5, Office Distribution District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-5, Office Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-5, Office Distribution District until all of the conditions set forth below have been complied with: 1. Completion of a 1-lot Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 20th 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 24th 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 the South side of Kooiman Road, 1,237'± West of Todd Acres Drive. The proposed amendment to the Unified Development Code changes the classification of the subject property from R-A, Residential Agriculture District, to B-5, Office Distribution District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-5 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-5 districts until the following conditions have been complied with: 1. Completion of a 1-lot Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

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

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

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

A PARCEL OF LAND BEING SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1 INCH CRIMP PIPE, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT A, MINING SUBDIVISION, AS RECORDED IN PLAT BOOK 130, PAGE 116, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 89 DEGREES 53 MINUTES 24 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT A AND THE NORTH LINE OF SAID QUARTER – QUARTER LINE FOR A DISTANCE OF 1325.39 FEET TO A FOUND CAPPED REBAR STAMPED LOVITTE, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT A, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINES RUN NORTH 02 DEGREES 17 MINUTES 52 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER – QUARTER LINE FOR A DISTANCE OF 1266.16 FEET TO A FOUND CAPPED REBAR STAMPED ROWE, SAID POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF KOOIMAN ROAD (60' R.O.W.); THENCE LEAVING SAID WEST LINE RUN SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1324.24 FEET TO A FOUND CAPPED REBAR STAMPED BSI, SAID POINT LYING ON THE EAST LINE OF SAID SECTION 34; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 02 DEGREES 14 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1123.20 FEET TO A SET CAPPED REBAR STAMPED GSA CA-560-LS, SAID POINT LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CSX

RAILROAD (100' R.O.W.); THENCE LEAVING SAID EAST LINE RUN SOUTH 28 DEGREES 35 MINUTES 08 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 163.65 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID QUARTER – QUARTER LINE; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN NORTH 89 DEGREES 53 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1252.82 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,671,685 SQUARE FEET OR 38.38 ACRES MORE OR LESS.

The classification of said property is hereby changed from **R-A, Residential Agriculture District**, to **B-5, Office Distribution District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-5, Office Distribution District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5, Office Distribution District** until all of the conditions set forth below have been complied with: **1. Completion of a 1-lot Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

AL Mobile Kooiman I, LLC
South side of Kooiman Road, 1,237'± West of Todd Acres Drive
Council District 4
Ben Reynolds



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

July 10, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on June 20, 2024 considered the request of **AL Mobile Kooiman I, LLC** for a change in zoning from **R-A, Residential Agriculture District**, to **B-5, Office Distribution District** for the property located at the **South side of Kooiman Road, 1,237'± West of Todd Acres Drive**.

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 27, 2024

AL Mobile Kooiman I, LLC
RealtyLink, LLC
201 Riverplace
Suite 400
Greenville, South Carolina 29601

Re: South side of Kooiman Road, 1,237'± West of Todd Acres Drive
ZON-UDC-002963-2024
AL Mobile Kooiman I, LLC
District 4
Rezoning from Residential Agriculture District (R-A) to Office Distribution District (B-5).

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

At its meeting on May 16, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to B-5, Office Distribution District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,

As such, the Planning Commission voted to recommend approval of rezoning the property to B-5, Office Distribution District, subject to the following conditions:

- 1. Completion of a 1-lot Subdivision;
- 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
- 3. Full compliance with all municipal codes and ordinances.

ZON-UDC-002963-2024 South side of Kooiman Road, 1,237'± West of Todd Acres Drive
June 27, 2024

The advertising fee for this application based on the current legal description is **\$434.34**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Margaret Pappas
Deputy Director of Planning and Zoning



City of Mobile • Planning & Zoning

Planning Commission Application

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

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	AL Mobile Kooiman I, LLC	
Firm:	RealtyLink, LLC	
Phone:	205-936-6007/864-263-5425	
Email:	eschmidt@realtylinkdev.com/jwhitson@realtylinkdev.com	
Address:	201 Riverplace, Suite 400, Greenville SC 29601	

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:	See Attached Attachment "A"	
Firm:		
Phone:		
Email:		
Address:		

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

South of Kooiman Road	57 Acres
Property Address	Property Area (acres or square feet)
3308341000001XXX	
Parcel Number(s) or Key Number(s)	
Residential/ Agriculture mix	B-5
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.

	5/16/24
Owner Signature	Date
Applicant or Agent Signature (if applicable)	Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

	5/20/24
Applicant or Agent Signature	Date

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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

PERIOD: February, 2024

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|--|--|
| ☒ Planning Commission Application

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The proposed property use aligns with the Future Land Use Map of Mobile and the proposed Light Industrial classification in keeping with the surrounding property uses and zoning classifications

Heavy Industrial
Future Land Use Map (FLUM) Designation

B-5
Requested Zoning

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

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

The development of this property will create approximately 150 jobs and spark additional development that will benefit the Port of Mobile and will be an economic contributor to the City of Mobile

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

In keeping with the Future Land Use Map this area is moving towards industrial utilization especially with the recent rezone of the property to the East of this subject property.

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Revised February 2022

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

1. Describe the current development trends in the area of the property.
Adjacent property to the West is currently zoned Heavy Industrial and Office-Distribution and the property to the East was recently rezoned to Industrial.

2. Describe the surrounding land uses.
Same as above

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
Subject Property is separated from any non-like kind use by a major rail line.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
The current road infrastructure leads to reasonable access to I-10 and direct access to rail. Major power distribution is on site and will serve our proposed use.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
The highest and best use for this property is for a light industrial distribution project with the opportunity to have a platinum project with the CSX rail line and benefits the
Ports capacity for food transportation both internationally and nationally.
In its first phase the project will not only create approximately 150 jobs, but also create an estimated \$70 million investment in the community.

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

None

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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

A parcel of land being situated in the Northeast Quarter of the Northeast Quarter of Section 34, Township 5 South, Range 2 West, Mobile County, Alabama, and being more particularly described as follows:

Commence at a found 1 inch crimp pipe, said point being the Northwest corner of said Lot A, Mining Subdivision, as recorded in Plat Book 130, Page 116, in the Office of the Judge of Probate of Mobile County, Alabama, said point also being the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 34; thence run South 89 Degrees 53 Minutes 24 Seconds East along the North line of said Lot A and the North line of said Quarter – Quarter line for a distance of 1325.39 feet to a found capped rebar stamped LOVITTE, said point being the Northeast corner of said Lot A, said point also being the Southwest corner of said Northeast Quarter of the Northeast Quarter, said point also being the Point of Beginning; thence leaving said North lines run North 02 Degrees 17 Minutes 52 Seconds East along the West line of said Quarter – Quarter line for a distance of 1266.16 feet to a found capped rebar stamped ROWE, said point lying on the Southerly right of way line of Kooiman Road (60' R.O.W.); thence leaving said West line run South 89 Degrees 56 Minutes 35 Seconds East along said Southerly right of way line for a distance of 1324.24 feet to a found capped rebar stamped BSI, said point lying on the East line of said Section 34; thence leaving said Southerly right of way line run South 02 Degrees 14 Minutes 21 Seconds West along said East line for a distance of 1123.20 feet to a set capped rebar stamped GSA CA-560-LS, said point lying on the Northwesterly right of way line of CSX Railroad (100' R.O.W.); thence leaving said East line run South 28 Degrees 35 Minutes 08 Seconds West along said Northwesterly right of way line for a distance of 163.65 feet to a point lying on the South line of said Quarter – Quarter line; thence leaving said Northwesterly right of way line run North 89 Degrees 53 Minutes 55 Seconds West along said South line for a distance of 1252.82 feet to the Point of Beginning. Said parcel contains 1,671,685 square feet or 38.38 acres more or less.

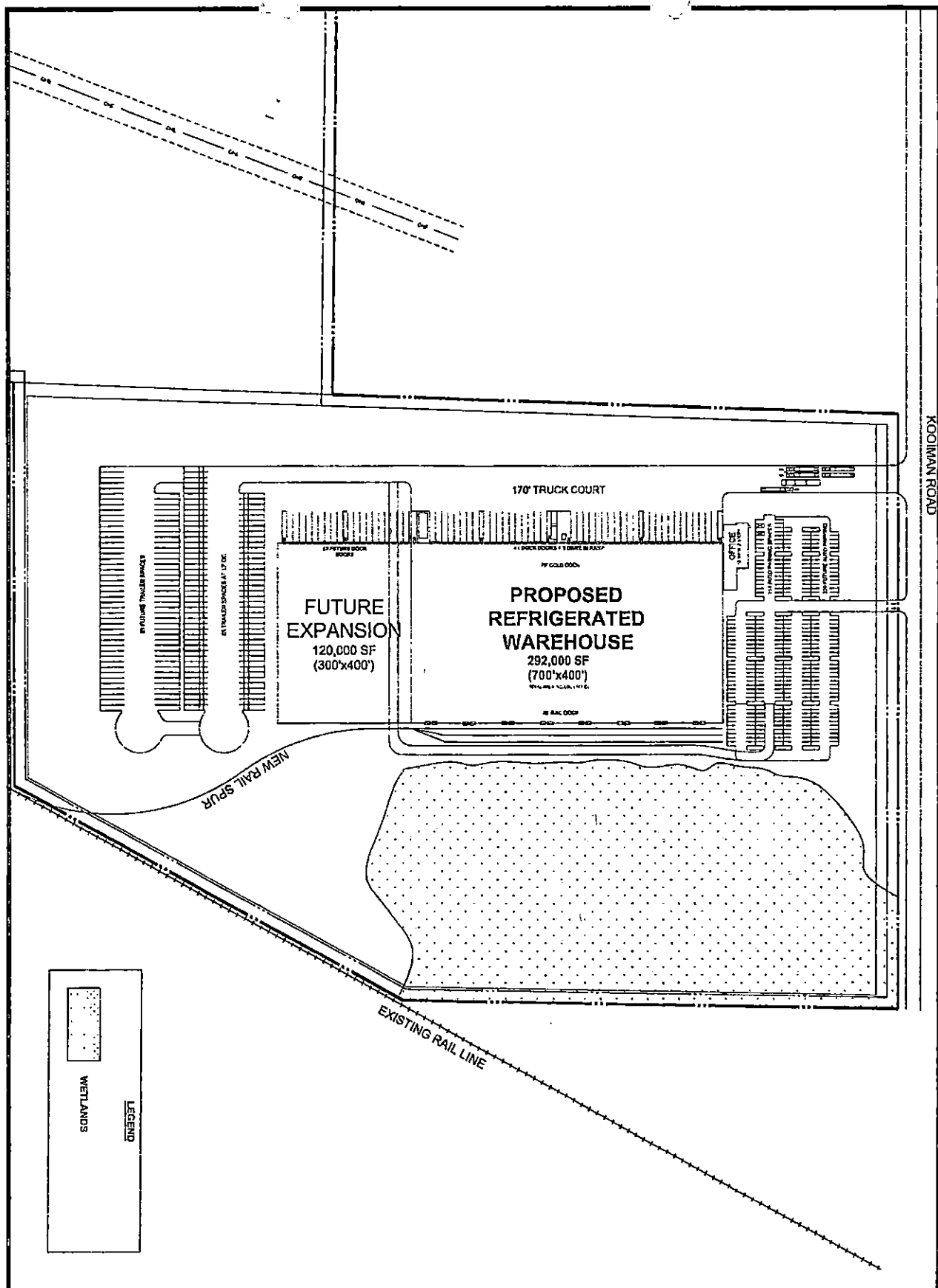
ATTACHMENT "A"

- Parcel Number 3308341000002XXX Property Owner:

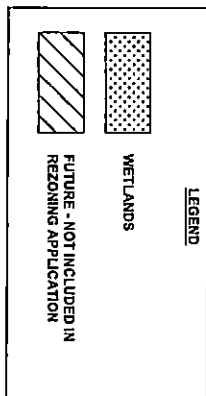
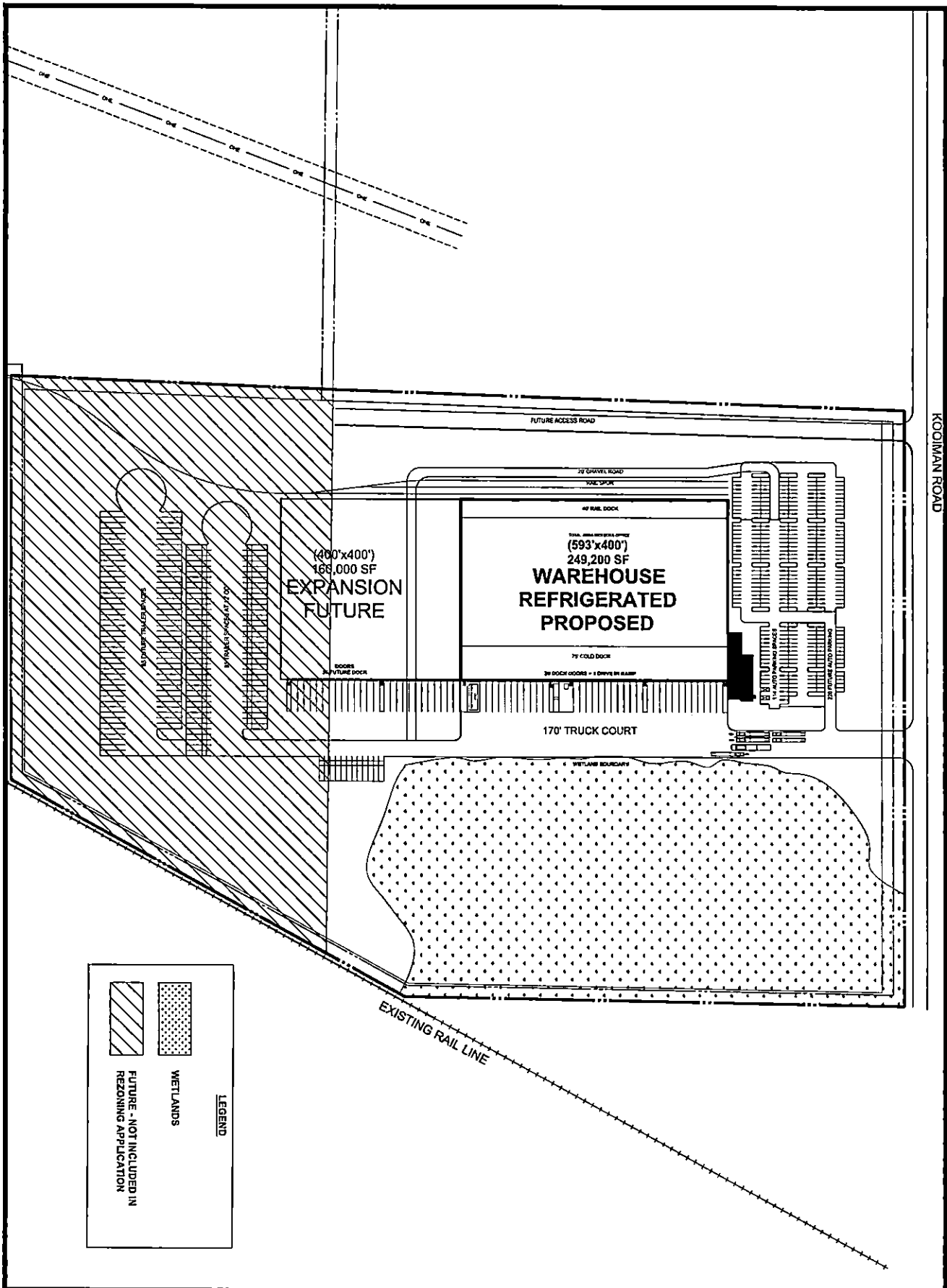
Lee Gregory Garrett
3998 Byronell Dr N
Mobile, AL 36693

- Parcel Number 3308341000001XXX Property Owner:

Sage Dunlap Chase Revocable Trust, et. al.
929 165th Ave SE
Bellevue, WA 98008



CSP-3 DATE 04-10-24 DRAWN BY ASB	CONCEPTUAL SITE PLAN AL MOBILE KOOLMAN STARTING WITH BASE CAD	REALTYLINK, LLC 201 RIVERPLACE, SUITE 400 GREENVILLE, SC 29601 864-242-4008 REALTYLINKDEV.COM	NOT TO SCALE
--	---	--	----------------------------



CONCEPTUAL SITE PLAN

AL MOBILE KOOIMAN

STARTING WITH ARCHITECT DESIGN
DATED 4-3-24

REALTYLINK, LLC

201 RIVERPLACE, SUITE 400
GREENVILLE, SC 29601
864-242-4008
REALTYLINKDEV.COM

NOT TO SCALE



May 3, 2024

Urban Development Department

Planning Section

P.O. Box 1827

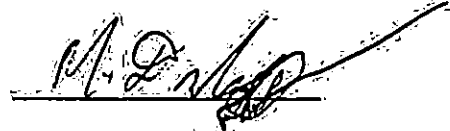
Mobile, AL 36633

RE: Zoning Amendment Authorization
Parcel ID Number: 3308341000001

Ladies and Gentlemen,

Please accept this letter as approval and authorization designating AL Mobile Kooiman I, LLC and/or RealtyLink, LLC, as a party authorized to submit an application for a Subdivision approval and for a Zoning Amendment with respect to the above described property from R-A to B-5.

Sincerely,

A handwritten signature in black ink, appearing to read "M. A. Dunlap", written over a horizontal line.

Michael A. Dunlap, individually and as
beneficiary of the David R. Dunlap III Children's
Support Trust

LLC CERTIFICATE

I, Philip J. Wilson, hereby certify that I am the Manager of AL MOBILE KOOIMAN I, LLC, a South Carolina limited liability company (the "Company"), and that, as such, I have access to its corporate records and am familiar with the matters therein contained and herein certified, that I am authorized to execute and deliver this certificate in the name and on behalf of the Company, and that:

1. Attached hereto as Exhibit A is a true, correct, and complete Certificate of Existence issued by the South Carolina Secretary of State. The Company has since the date of this certificate and through the date hereof remained in good standing under the laws of the State of South Carolina.
2. Attached hereto as Exhibit B is a true, correct and complete copy of the Articles of Organization of the Company (and all amendments thereto) issued by the South Carolina Secretary of State.
3. The Manager has the power and authority to act on behalf of and bind the Company.

Executed as of the 22 day of May, 2024.

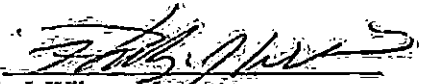
By: 
Philip J. Wilson, Manager

Exhibit A
Certificate of Existence

[attached]

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

AL Mobile Kooiman I, LLC, a limited liability company duly organized under the laws of the State of South Carolina on May 22nd, 2024, with a duration that is until May 22nd, 2124, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. 33-44-809, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 22nd
day of May, 2024.


Mark Hammond, Secretary of State

Exhibit B
Articles of Organization

[attached]

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

**ARTICLES OF ORGANIZATION
Limited Liability Company – Domestic**

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws Section 33-44-202 and Section 33-44-203.

1. The name of the limited liability company (Company ending must be included in name*)

AL Mobile Kociman I, LLC

*Note: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "LLC", "LLC", "LC", "LC", or "Ltd. Co."

2. The address of the initial designated office of the limited liability company in South Carolina is
201 Riverplace Suite 400

(Street Address)
Greenville, South Carolina 29601
(City, State, Zip Code)

3. The initial agent for service of process is

Philip J. Wilson
(Name)

(Signature of Agent)

And the street address in South Carolina for this initial agent for service of process is:
201 Riverplace Suite 400

(Street Address)
Greenville South Carolina 29601
(City) (Zip Code)

4. List the name and address of each organizer. Only one organizer is required, but you may have more than one.

(a)
Philip J. Wilson
(Name)
201 Riverplace Suite 400

(Street Address)
Greenville, South Carolina 29601
(City, State, Zip Code)

AL Mobile Koolman I, LLC

Name of Limited Liability Company

(b)

(Name)

(Street Address)

(City, State, Zip Code)

5. ☒ Check this box only if the company is to be a term company. If the company is a term company, provide the term specified, 05/22/2124

6. ☒ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, include the name and address of each initial manager.

(a)

Philip J. Wilson

(Name)

201 Riverplace Suite 400

(Street Address)

Greenville, South Carolina 29601

(City, State, Zip Code)

(b)

(Name)

(Street Address)

(City, State, Zip Code)

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under Section 33-44-303(c). If one or more members are so liable, specify which members; and for which debts, obligations or liabilities such members are liable in their capacity as members. This provision is optional and does not have to be completed.

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time _____

AL Mobile Kooiman I, LLC

Name of Limited Liability Company

9. Any other provisions not consistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.

10. Each organizer listed under number 4 must sign.

Philip J. Wilson: (Electronically Signed)

Signature of Organizer

Date: 05/22/2024

Signature of Organizer

Date: _____

Anderson, Logan

From: Anderson, Logan
Sent: Wednesday, May 22, 2024 12:15 PM
To: Mari-Douglas Gibson
Cc: Judd Nash; Erin Schmidt; Rogers, Payton; Heather Jones; John Whitson
Subject: RE: AL Mobile Kooiman, LLC - ZON-UDC-002963-2024

Understood. Will you please provide a pdf copy of the revised conceptual plan excluding that parcel so it can be uploaded to the case?

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

From: Mari-Douglas Gibson <mdgibson@realtylinkdev.com>
Sent: Wednesday, May 22, 2024 12:01
To: Anderson, Logan <dlogananderson@cityofmobile.org>
Cc: Judd Nash <jnash@rlcold.com>; Erin Schmidt <eschmidt@realtylinkdev.com>; Rogers, Payton <payton.rogers@cityofmobile.org>; Heather Jones <hjones@realtylinkdev.com>; John Whitson <jwhitson@realtylinkdev.com>
Subject: RE: AL Mobile Kooiman, LLC - ZON-UDC-002963-2024

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.

We are not needing to rezone the property owned by Gregory L. Garrett. The application that was provided has been updated.

Mari-Douglas Gibson

Commercial Real Estate Paralegal



201 Riverplace, Suite 400
Greenville, SC 29601

mdgibson@realtylinkdev.com

T : 864.603.1754

F : 864.232.0160

www.realtylinkdev.com

[Click Here to Stay in Touch!](#)

Please note, our office closes at 12:00 pm on Fridays.

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Wednesday, May 22, 2024 12:59 PM

To: Mari-Douglas Gibson <mdgibson@realtylinkdev.com>

Cc: Judd Nash <jnash@rlcold.com>; Erin Schmidt <eschmidt@realtylinkdev.com>; Rogers, Payton <payton.rogers@cityofmobile.org>; Heather Jones <hjones@realtylinkdev.com>; John Whitson <jwhitson@realtylinkdev.com>

Subject: RE: AL Mobile Kooiman, LLC - ZON-UDC-002963-2024

Received, thank you. In reviewing the additional documents, I do not find an authorization letter from Gregory L. Garrett (Parcel I.D.: R023308341000002.000). All other documents appear to be in order and, once we receive the final owner authorization, I will invoice the fees for the application.

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

From: Mari-Douglas Gibson <mdgibson@realtylinkdev.com>

Sent: Wednesday, May 22, 2024 10:41

To: Anderson, Logan <dlogananderson@cityofmobile.org>

Cc: Judd Nash <jnash@rlcold.com>; Erin Schmidt <eschmidt@realtylinkdev.com>; Rogers, Payton <payton.rogers@cityofmobile.org>; Heather Jones <hjones@realtylinkdev.com>; John Whitson <jwhitson@realtylinkdev.com>

Subject: RE: AL Mobile Kooiman, LLC - ZON-UDC-002963-2024

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

Good morning,

Please find the below comments and the attached documents to complete the application.

1. The owners of the subject parcels are listed as **Gregory Lee Garrett** (Parcel I.D. R023308341000002.000) and **Sage Dunlap Chase Revocable Trust, et. al. & Regions Bank as Trustee, Springhill College Foundation & Tamada, LLC** (Parcel I.D. R023308341000001.001). We'll either need deeds to verify these parcels were sold to AL Mobile Kooiman I, LLC, or authorization letters (attached) from each of the property owners allowing AL Mobile Kooiman I, LLC to submit the rezoning application on their behalf. **Owners Authorization attached.**
2. The owner signature on Page 2 of the application cannot be verified. Please provide the name of the signatory and documentation that authorizes them to sign on behalf of AL Mobile Kooiman, LLC (if deeds are provided verifying this company owns the properties). For clarity's sake, please provide their name in print as well. **Resolutions attached.**
3. Whoever is the owner of the properties needs to provide authorization (attached) that RealtyLink, LLC and/or AL Mobile Kooiman I, LLC can submit the application on their behalf. **Attached.**
4. There is no signature in the signature block under the agreement to allow the City of Mobile to post public notice signs on the property on Page 2 of the application. **Page 2 signatures completed.**
5. A mailing labels is missing for the following neighboring property owners: **Updated Labels attached.**
 - Noah P. & Cheryle D. Jacobs
5449 Powell Ln
Theodore, AL 36582
6. The following labels are also necessary if the properties have not yet been sold to AL Mobile Kooiman I, LLC: **Updated Labels attached.**
 - Gregory L. Garrett
3998 Byronell Dr N
Mobile, AL 36693
 - Sage Dunlap Chase Revocable Trust, et. al.
929 165th Ave SE
Bellevue, WA 98008
 - Regions Bank as Trustee
Springhill College Foundation
& Tamada, LLC
P.O. Box 13519
Arlington, TX
7. Please complete and submit the attached Neighborhood Meeting Cover Sheet. **Completed Checklist attached.**
8. Please provide the full legal descriptions of the parcels proposed to be rezoned. **Pending and will send asap.**
9. Please provide an AutoCAD .dwg file of the site. It will need to be emailed to marine.karapetyan@cityofmobile.org. Please copy dlogananderson@cityofmobile.org. **Attached.**
10. The check provided is insufficient and does not account for the mailing labels. An invoice will be generated once the application is processed and considered complete. **We will process payment once invoice is received.**

Please let me know if you have any questions.

Thanks!

Mari-Douglas Gibson
Commercial Real Estate Paralegal



201 Riverplace, Suite 400
Greenville, SC 29601

mdgibson@realtylinkdev.com

T : 864.603.1754

F : 864.232.0160

www.realtylinkdev.com

[Click Here to Stay in Touch!](#)

Please note, our office closes at 12:00 pm on Fridays.

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Monday, May 20, 2024 12:26 PM

To: Mari-Douglas Gibson <mdgibson@realtylinkdev.com>

Cc: Judd Nash <jnash@rlcold.com>; Erin Schmidt <eschmidt@realtylinkdev.com>; Rogers, Payton <payton.rogers@cityofmobile.org>

Subject: AL Mobile Kooiman, LLC - ZON-UDC-002963-2024

Good Morning,

Staff has completed its review of the above Zoning Change application. The following must be addressed before the application can be considered complete and placed on an agenda:

1. The owners of the subject parcels are listed as **Gregory Lee Garrett** (Parcel I.D. R023308341000002.000) and **Sage Dunlap Chase Revocable Trust, et. al. & Regions Bank as Trustee, Springhill College Foundation & Tamada, LLC** (Parcel I.D. R023308341000001.001). We'll either need deeds to verify these parcels were sold to AL Mobile Kooiman I, LLC, or authorization letters (attached) from each of the property owners allowing AL Mobile Kooiman I, LLC to submit the rezoning application on their behalf.
2. The owner signature on Page 2 of the application cannot be verified. Please provide the name of the signatory and documentation that authorizes them to sign on behalf of AL Mobile Kooiman, LLC (if deeds are provided verifying this company owns the properties). For clarity's sake, please provide their name in print as well.
3. Whoever is the owner of the properties needs to provide authorization (attached) that RealtyLink, LLC and/or AL Mobile Kooiman I, LLC can submit the application on their behalf.
4. There is no signature in the signature block under the agreement to allow the City of Mobile to post public notice signs on the property on Page 2 of the application.
5. A mailing labels is missing for the following neighboring property owners:
 - Noah P. & Cheryle D. Jacobs
5449 Powell Ln
Theodore, AL 36582
6. The following labels are also necessary if the properties have not yet been sold to AL Mobile Kooiman I, LLC:
 - Gregory L. Garrett
3998 Byronell Dr N
Mobile, AL 36693
 - Sage Dunlap Chase Revocable Trust, et. al.
929 165th Ave SE

Bellevue, WA 98008

- Regions Bank as Trustee
Springhill College Foundation
& Tamada, LLC
P.O. Box 13519
Arlington, TX
7. Please complete and submit the attached Neighborhood Meeting Cover Sheet.
 8. Please provide the full legal descriptions of the parcels proposed to be rezoned.
 9. Please provide an AutoCAD .dwg file of the site. It will need to be emailed to marine.karapetyan@cityofmobile.org. Please copy dlogananderson@cityofmobile.org.
 10. The check provided is insufficient and does not account for the mailing labels. An invoice will be generated once the application is processed and considered complete.

Once all items have been addressed an invoice will be issued for the application fees to be processed. It is important to note that the application will not be considered complete until all of the above have been addressed and fees have been processed. If completed by no later than **noon on Wednesday May 22** the application will be considered complete and placed on the agenda for the June 20th Planning Commission meeting. If you are not able to meet the above deadline the application will be heldover until such time as it is made complete.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895





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:	AL Mobile Kooiman, LLC
Case #	ZON-UDC-002963-2024
Application Address	Parcels R023308341000001.001. & R023308341000002.00
Deficiencies	- The owners of the subject parcels are listed as Gregory Lee Garrett (Parcel I.D. R023308341000002.000) and Sage Dunlap Chase Revocable Trust, et. al. & Regions Bank as Trustee, Springhill College Foundation & Tamada, LLC (Parcel I.D. R023308341000001.001). We will either need deeds to verify these parcels were sold to AL Mobile Kooiman I, LLC, or authorization letters from each of the property owners allowing AL Mobile Kooiman I, LLC to submit the rezoning application on their behalf. - The owner signature on Page 2 of the application cannot be verified. Please provide the name of the signatory and documentation that authorizes them to sign on behalf of AL Mobile Kooiman, LLC (if deeds are provided verifying this company owns the properties). For clarity's sake, please provide their name in print as well. - Whoever is the owner of the properties needs to provide authorization that RealtyLink, LLC and/or AL Mobile Kooiman I, LLC can submit the application on their behalf. - There is no signature in the signature block under the agreement to allow the City of Mobile to post public notice signs on the property on Page 2 of the application. - A mailing labels is missing for the following neighboring property owners: o Noah P. & Cheryle D. Jacobs 5449 Powell Ln Theodore, AL 36582 - The following labels are also necessary if the properties have not yet been sold to AL Mobile Kooiman I, LLC: o Gregory L. Garrett 3998 Byronet Dr N Mobile, AL 36693 o Sage Dunlap Chase Revocable Trust, et. al. 929 165th Ave SE Bellevue, WA 98008 o Regions Bank as Trustee Springhill College Foundation & Tamada, LLC P.O. Box 13519 Arlington, TX - Please complete and submit the provided Neighborhood Meeting Cover Sheet. - Please provide the full legal descriptions of the parcels proposed to be rezoned. - Please provide an AutoCAD .dwg file of the site. It will need to be emailed to marina.karapetyan@cityofmobile.org. Please copy diogananderson@cityofmobile.org. - The check provided is insufficient and does not account for the mailing labels. An invoice will be generated once the application is processed and considered complete.

Reviewed By: Logan Anderson

Date: 05/20/2024

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Anderson, Logan

From: Anderson, Logan
Sent: Monday, May 20, 2024 11:26 AM
To: mdgibson@realtylinkdev.com
Cc: jnash@rlcold.com; eschmidt@realtylinkdev.com; Rogers, Payton
Subject: AL Mobile Kooiman, LLC - ZON-UDC-002963-2024
Attachments: 00 Neighborhood Meeting Cover Sheet.pdf;
PZOwnerandCorporateLetterofAuthorization-Fillable (1).pdf

Good Morning,

Staff has completed its review of the above Zoning Change application. The following must be addressed before the application can be considered complete and placed on an agenda:

1. The owners of the subject parcels are listed as **Gregory Lee Garrett (Parcel I.D. R023308341000002.000)** and **Sage Dunlap Chase Revocable Trust, et. al. & Regions Bank as Trustee, Springhill College Foundation & Tamada, LLC (Parcel I.D. R023308341000001.001)**. We'll either need deeds to verify these parcels were sold to AL Mobile Kooiman I, LLC, or authorization letters (attached) from each of the property owners allowing AL Mobile Kooiman I, LLC to submit the rezoning application on their behalf.
2. The owner signature on Page 2 of the application cannot be verified. Please provide the name of the signatory and documentation that authorizes them to sign on behalf of AL Mobile Kooiman, LLC (if deeds are provided verifying this company owns the properties). For clarity's sake, please provide their name in print as well.
3. Whoever is the owner of the properties needs to provide authorization (attached) that RealtyLink, LLC and/or AL Mobile Kooiman I, LLC can submit the application on their behalf.
4. There is no signature in the signature block under the agreement to allow the City of Mobile to post public notice signs on the property on Page 2 of the application.
5. A mailing labels is missing for the following neighboring property owners:
 - o Noah P. & Cheryle D. Jacobs
5449 Powell Ln
Theodore, AL 36582
6. The following labels are also necessary if the properties have not yet been sold to AL Mobile Kooiman I, LLC:
 - o Gregory L. Garrett
3998 Byronell Dr N
Mobile, AL 36693
 - o Sage Dunlap Chase Revocable Trust, et. al.
929 165th Ave SE
Bellevue, WA 98008
 - o Regions Bank as Trustee
Springhill College Foundation
& Tamada, LLC
P.O. Box 13519
Arlington, TX

7. Please complete and submit the attached Neighborhood Meeting Cover Sheet.
8. Please provide the full legal descriptions of the parcels proposed to be rezoned.
9. Please provide an AutoCAD .dwg file of the site. It will need to be emailed to marine.karapetyan@cityofmobile.org. Please copy dlogananderson@cityofmobile.org.
10. The check provided is insufficient and does not account for the mailing labels. An invoice will be generated once the application is processed and considered complete.

Once all items have been addressed an invoice will be issued for the application fees to be processed. It is important to note that the application will not be considered complete until all of the above have been addressed and fees have been processed. If completed by no later than **noon on Wednesday May 22** the application will be considered complete and placed on the agenda for the June 20th Planning Commission meeting. If you are not able to meet the above deadline the application will be heldover until such time as it is made complete.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895





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:	AL Mobile Kooiman I, LLC	
Firm:	RealtyLink, LLC	
Phone:	205-936-6007/864-263-5425	
Email:	eschmidt@realtylinkdev.com/jwhitson@realtylinkdev.com	
Address:	201 Riverplace, Suite 400, Greenville SC 29601	

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Revised February 2023

	Owner	Design Professional
Name:	See Attached Attachment "A"	
Firm:		
Phone:		
Email:		
Address:		

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

South of Kooiman Road	57 Acres
Property Address 3308341000001XXX and 3308341000002XXX	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) Residential/ Agriculture mix	B-5
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

 Owner Signature	5/16/24 Date
 Applicant or Agent Signature (if applicable)	 Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

 Applicant or Agent Signature	 Date
----------------------------------	----------

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|--|--|
| ☒ Planning Commission Application

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The proposed property use aligns with the Future Land Use Map of Mobile and the proposed Light Industrial classification in keeping with the surrounding property uses and zoning classifications.

Heavy Industrial
Future Land Use Map (FLUM) Designation

B-5
Requested Zoning

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

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

The development of this property will create approximately 150 jobs and spark additional development that will benefit the Port of Mobile and will be an economic contributor to the City of Mobile.

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

In keeping with the Future Land Use Map this area is moving towards industrial utilization especially with the recent rezone of the property to the East of this subject property.

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Revised February 2023

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

1. Describe the current development trends in the area of the property.

Adjacent property to the West is currently zoned Heavy Industrial and Office-Distribution and the property to the East was recently rezoned to Industrial.

2. Describe the surrounding land uses.

Same as above

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

Subject Property is separated from any non-like kind use by a major rail line.

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

The current road infrastructure leads to reasonable access to I-10 and direct access to rail. Major power distribution is on site and will serve our proposed use.

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

The highest and best use for this property is for a light industrial distribution project with the opportunity to have a platinum project with the CSX rail line and benefits the

Ports capacity for food transportation both internationally and nationally.

In its first phase the project will not only create approximately 150 jobs, but also create an estimated \$70 million investment in the community.

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

None

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Revised February 2023



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 5/17/24

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Application, Neighborhood Meeting Documentation,
owner authorization letters

Neighborhood Meeting Date: 5/15/24

Neighborhood Meeting Time: 4pm - 5pm

Neighborhood Meeting Location: Tillman's Corner Community Center
5055 Carol Plantation Rd, Mobile, AL 36619

The following documents are enclosed (place a checkmark where applicable):

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☐ Additional documents (Describe: _____)

Applicant's Name: AL Mobile Kooiman I, LLC
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X  Date: 5/20/24

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

Notice of Neighborhood Meeting
4/25/24

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that **AL Mobile Kooiman I, LLC** will be submitting to the Mobile City Planning Commission:

- (1) Application Zoning Change to rezone the property at parcel number 3308341000001XXX from Residential-Agriculture (R-A) to B-5.

The Neighborhood Meeting will be held at the following time, date, and location:

5/15/24

4pm – 5pm

Tillman's Corner Community Center – Room A
5055 Carol Plantation Rd,
Mobile, AL 36619

You are receiving this notice because your property is located within 300 feet of parcel numbers 3308341000002XXX and 3308341000001XXX in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely,

AL Mobile Kooiman I, LLC

AL Mobile Kooiman I, LLC
201 Riverplace, Suite 400
Greenville, SC 29601
eschmidt@realtylinkdev.com

Notice of Neighborhood Meeting
4/25/24

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Mobile, AL 36619

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Sincerely,

AL Mobile Kooiman I, LLC

AL Mobile Kooiman I, LLC
201 Riverplace, Suite 400
Greenville, SC 29601
eschmidt@realtylinkdev.com

NAME	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
JACOBS NOAH PATRICK JR & CHERYLE D JACOBS	5437 POWELL LN	THEODORE	AL	36582
HUBER DAVID RANDOLPH & CYNTHIA LOUISE HUBER	5168 KOOIMAN RD	THEODORE	AL	36582
MCNIDER JAMES E JR	P O BOX 190951	MOBILE	AL	36619
MCNIDER J E JR	P O BOX 190951	MOBILE	AL	36619
MCNIDER J E JR	P O BOX 190951	MOBILE	AL	36619
JACKSON HORACE T	150 FENWICK RD	MOBILE	AL	36608
LAYTON JAMES A	5146 KOOIMAN RD	THEODORE	AL	36582
AAA COOPER TRANSPORTATION	PO BOX 6827	DOTHAN	AL	36302
AAA COOPER TRANSPORTATION	PO BOX 6827	DOTHAN	AL	36302
DUNLAP CORTLANDT K & MICHAEL A DUNLAP	929 165TH AVE SE	BELLEVUE	WA	98008
GARRETT GREGORY LEE	3998 BYRONELL DR N	MOBILE	AL	36693
WACKER JOHN C III	6641 BAY RD	MOBILE	AL	36605
DOT DIRT LLC	8307 CHADBURN XING	MONTGOMERY	AL	36116
WAREHOUSE RENTALS LLC A GEORGIA LIMITED LIABILITY COMPANY	PO BOX 126	VALDOSTA	GA	31603
DIXON DAVID B	203 PAWNEE CIR	SARALAND	AL	36571
REGIONS BANK AS TRUSTEE SPRINGHILL COLLEGE FOUNDATION 50% INT & TAMADA LLC 30% INT &	PO BOX 13519	ARLINGTON	TX	76094
LATHAN JERRY & TERRY M	4998 KOOIMAN RD	THEODORE	AL	36582
LATHAN JERRY & TERRY LATHAN	ONE CYPRESS LAKE	THEODORE	AL	36582

Neighborhood Meeting

Date: 5/15/24

Time: 4 pm - 5 pm

Location: Tillman's Corner Community Center - Room A

5055 Carol Plantation Rd,

Mobile, AL 36619

Project/Application (e.g. Rezoning from R-1 to B-1):

Rezoning from Industrial and Residential to B-5

Please Sign In:

Name: David R. Huber Email: davidhuber@bellsooth.net
Address: 5168 Kooiman Rd Theodore, AL 36582 Phone: 251-802-6588

Name: Bruce Huber Email: brucesbadtwo@yahoo.com
Address: 5501 Powell Lane Phone: 251-2324110

Name: Patrick Sados Email: noahgond210@att.net
Address: 5437 Powell Ln Phone: 251 391 9570

Name: John Howard Email: cdman730@gmail
Address: 5520 E. 1st Phone: 251 209 6567

Name: Jeff McNIEN Email: jeffmcniel@gulfwilbertvault.com
Address: 5100-5128 KOOIMAN ROAD Phone: 251-653-0267

Neighborhood Meeting Sign-In Sheet
Date: 5/15/24
Applicant: AL Mobile Koolman, LLC

Location: Tillman's Corner Community Center - Room A
Application(s): Rezoning

Name: Steve Forwood Email: stevforwood@yahoo.com
Address: 1086 Southern Way Phone: 422-8895

Name: Judd Nash Email: jnash@r1cold.com
Address: 201 Riverplace, Suite 400 Phone: 404-310-0815
Greenville, SC 29609

Name: David Dichiana Email: ddichiana@kadrc-eng.com
Address: _____ Phone: 205-777-9064

Name: Brian Hatcher Email: bhatcher@kadrc-eng.com
Address: _____ Phone: 205-305-4079

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

PROJECT: Kooiman Cold Storage

Meeting Minutes

Date	5/15/2029
Time	4:00pm – 5:00 pm
Location	Tillman's Corner Community Center – 5055 Carol Plantation Rd
Attendees	Project Representatives - David Dichiara (KE), Brian Hatcher (KE), Judd Nash (RL) Neighborhood Attendees - See sign in sheet
Note Author	David Dichiara (KE)
Distributed To	Project File & Rezoning application

Meeting Objective:

Discussion of the proposed rezoning of the subject property (56 acres) from R-A to B-5 with the attendees, answering questions relating to the proposed rezoning and proposed project and taking notes of their comments and concerns.

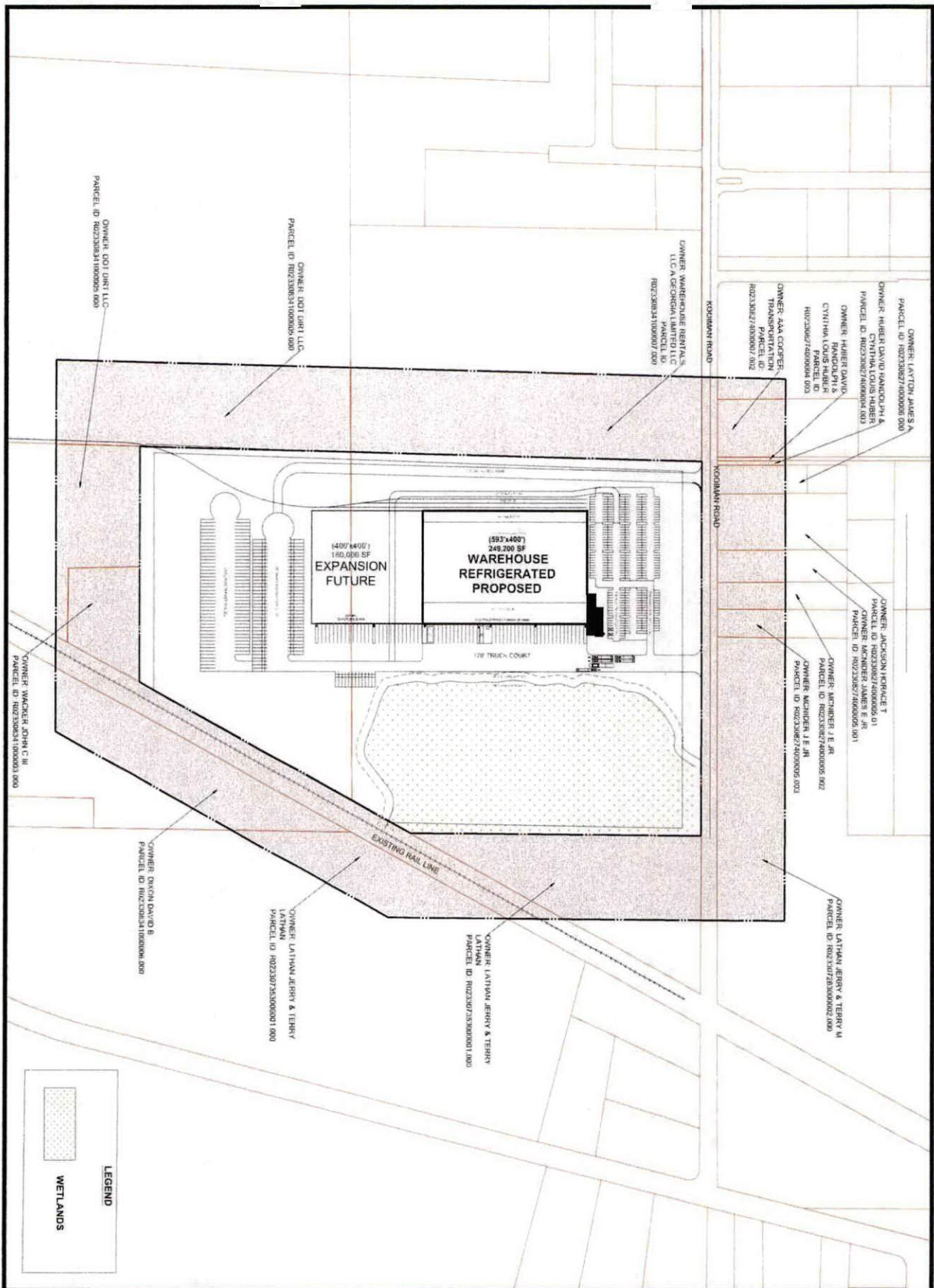
Meeting Discussion:

- Introduction from Project Representatives
 - The project representatives made introductions of themselves and indicated that the purpose of the meeting was for discussion of the proposed rezoning of the subject property (56 acres) from R-A to B-5 with the attendees, answering questions relating to the proposed rezoning and proposed project and taking notes of their comments and concerns.
 - A conceptual project layout was presented on a board to the attendees indicating the location of the subject property, conceptual layout of the project and the surrounding adjacent properties. The shared concept is enclosed as an exhibit to these minutes.
 - It was presented that the proposed project included a +/- 250,000sf cold storage facility that would lease space within the climate-controlled warehouse to leases needing refrigerated storage. Finished goods would be delivered to the facility via tractor trailer and potentially rail.
 - The representatives ask for comments, questions, and concerns from the attendees.
- Topics of discussion with the attendees.
 - The main topics of concern and questions revolved around Traffic, noise and environmental.
 - Attendees were concerned about additional traffic added to Kooiman Road and that the intersection of Kooiman and Hwy 90 was already congested and that the traffic light

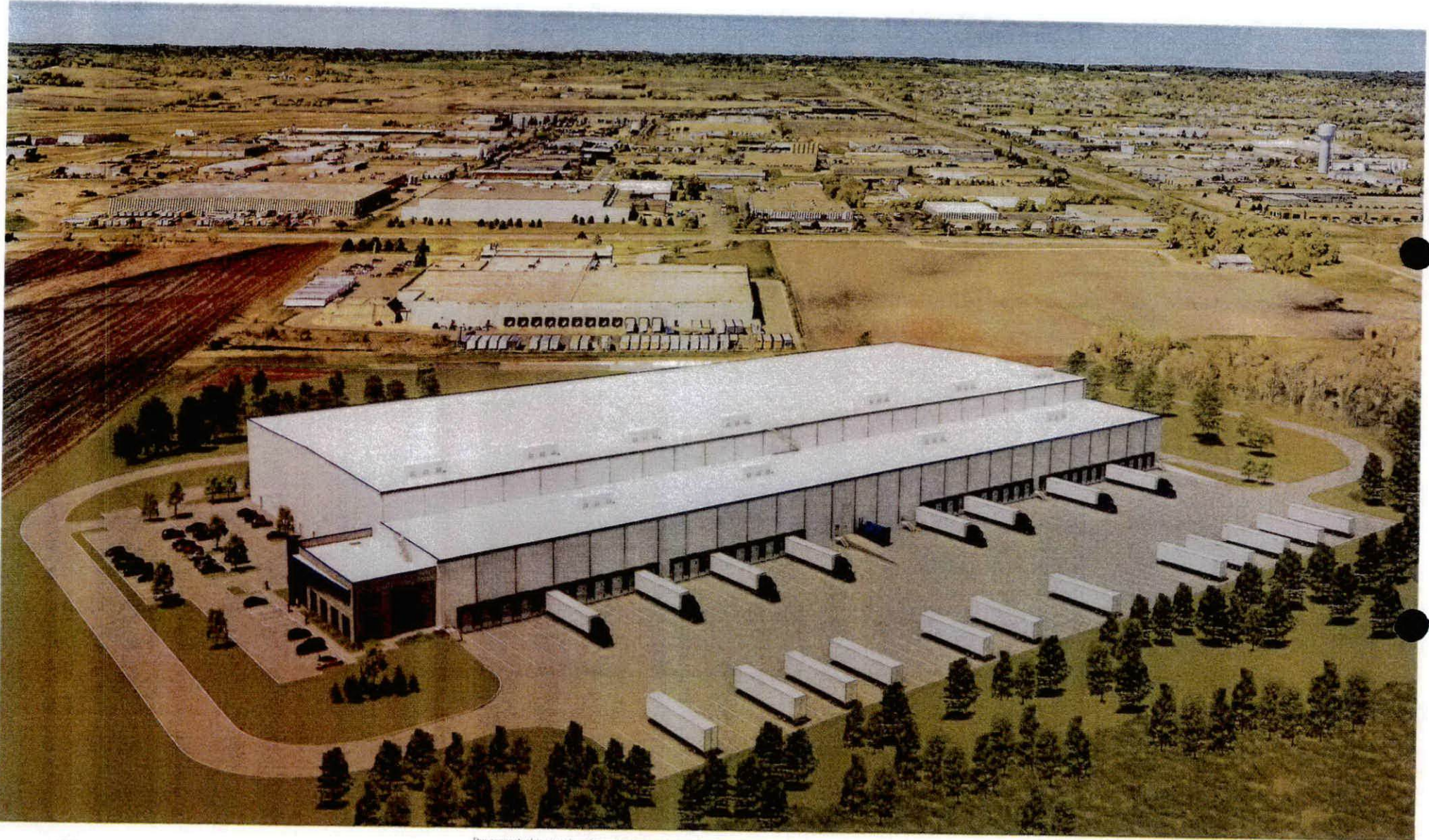
didn't have a long enough green time for traffic west bound on Kooiman trying to continue onto Hwy 90. The project representatives expressed that a traffic study would be completed as part of this project and that the forementioned intersection would be one of the study points of the traffic study.

- A question was asked regarding operating hours and the response was given that expected operating hours would be within what is allowable by the City's ordinance.
- A question was asked regarding noise levels from the facility and the response was given that the facility would operate within what is allowable by the City's noise ordinance.
- A question was asked about how much buffer or trees could be maintained along the frontage of the site along Kooiman and the responses was given that the parking lot closest to Kooiman Road was held off approximately 100 – 150 ft in an effort to keep existing vegetation if possible and provide area for replanting of landscaping in accordance with the City's landscaping ordinance.
- A question was asked regarding the number of proposed access points onto Kooiman road and the response was given that currently there are two points of access planned and the preliminary locations of those where shown on the conceptual layout.
- A question was asked how was handling the project's stormwater and the response was given that the site storm drainage would be collected and safely conveyed to stormwater management area(s) along the eastern side of the site in lower portions that were uplands. The stormwater would be treated in accordance with the City's stormwater ordinance which would include holding stormwater flows and release them at the pre-existing conditions for the required 2 – 25 yr storm frequencies and provide water quality treatment of the 1.2 inches of rainfall (first flush) per the City's ordinance.
- The attendees did not voice an opposition to the project but rather expressed that they wanted to stay informed with what was planned.
- The project representatives indicated that the next step for the proposed rezoning was for the formal application of rezoning request to the City Planning and Zoning department and from there once the application was considered complete by staff it would be put on a City Planning Commission meeting agenda for consideration of recommendation for approval or denial to City Council.

The above concludes my understanding of the items and topics discussed. Should there be errors or omissions, please contact me so that we can discuss any revisions or additions.



CSP-4 DATE: 05-13-24 DRAWN BY: ASB	CONCEPTUAL SITE PLAN AL MOBILE KOOIMAN STARTING WITH ARCHITECT DESIGN DATED 4-3-24	REALTYLINK, LLC 201 RIVERPLACE, SUITE 400 GREENVILLE, SC 29601 864-242-4008 REALTYLINKDEV.COM	NOT TO SCALE



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

WARE MALCOMB

05.01.2024

Rezoning Meeting

May 15, 2024

Judd Nash

4 pm - 5 pm

(404) 310-0815

Tillman's Corner

Community Center Room A

5055 Carol Plantation Rd,

Mobile, AL 36619 -

5/3/2024 10:07 am

Rezoning Meeting

May 15, 2024

4 pm - 5 pm

Judd Nash

(404) 310-0815

Tillman's Corner

Community Center Room A

5055 Carol Plantation Rd,

Mobile, AL 36619

5/3/2024 10:36 am

Rezoning Meeting

May 15, 2024

Judd Nash

4 pm - 5 pm

(404) 310-0815

Tillman's Corner

Community Center Room A

5055 Carol Plantation Rd,

Mobile, AL 36619

5/3/2024 9:55 am

5/3/2024 10:20 am

Rezoning Meeting
May 15, 2024
Judd Nash
4 pm - 5 pm
(404) 310-0815
Tillman's Corner
Community Center Room A
5055 Carol Plantation Rd,
Mobile, AL 36619



Agenda Item # 21

ZON-UDC-002963-2024

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

South side of Kooiman Road, 1,237'± West of Todd Acres Drive

Applicant / Agent:

AL Kooiman I, LLC

Property Owner:

Springhill College Foundation

Current Zoning:

R-A, Residential Agricultural District

Proposed Zoning:

B-5, Office Distribution District

Future Land Use:

Heavy Industry

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-A to B-5
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with three (3) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	4
Exhibits	6

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER	21	DATE	June 20, 2024
APPLICANT	AL Mobile Kooiman I, LLC		
REQUEST	Rezoning from R-A to B-5		



SITE HISTORY

The subject site was annexed into the City of Mobile in 2009, and was subsequently zoned R-A, Residential Agricultural by the City Council.

The site has not been the subject of any Planning Commission or Board of Adjustment applications.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require

approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

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

Planning Comments:

A detailed description of the proposed request is available via the link on Page 1 of this report. In summary, the applicant is requesting to rezone the subject site from R-A, Residential Agricultural District to B-5, Office Distribution District.

The site abuts a property to the North that is currently zoned R-A and B-5, which has some commercial development, but is largely undeveloped; to the South, an undeveloped R-A property; to the East undeveloped R-A and I-2; and to the West, by commercially developed B-5 property.

The site plans submitted (two different site plans submitted – one with direct rail spur and one with rail spur crossing other properties) provided with the rezoning application depicts a proposed refrigerated warehouse with associated parking. While full compliance with development standards set forth in Article 3 are not depicted, the proposed development will require full compliance with the Unified Development Code (UDC). Any signage placed on the property will also need to meet the requirements of the UDC, and be permitted separately through the Planning and Zoning Department.

It should be noted that the subject site is not a legal lot of record. As such, a 1-lot Subdivision will need to be approved by the Planning Commission and recorded in Probate Court, prior to the issuance of any land disturbance or building permits.

Furthermore, it should be noted that the site plan submitted depicts future building expansion and parking spaces on an adjacent parcel to the South that is not included in this application. It should be noted that the adjacent parcel is zoned R-A, and will therefore need to be rezoned prior to the development of that property.

Finally, the site plan submitted appears to depict an extension on the adjacent railroad onto the subject site with a "rail spur". As railroad facilities are not allowed in a B-5 district, the applicant will need to obtain a Use Variance to allow such a development.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

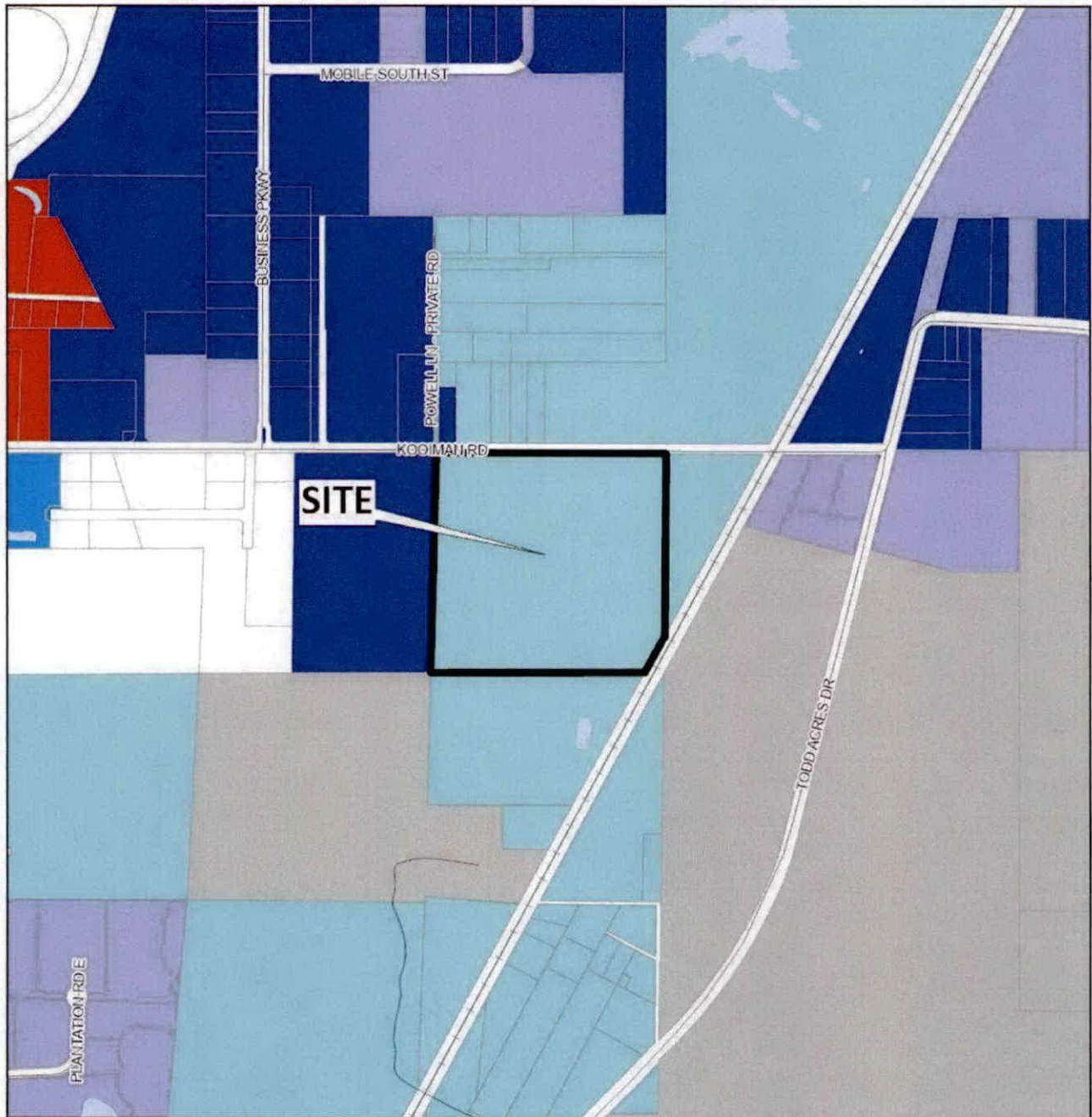
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-5, the following conditions could apply:

1. Completion of a 1-lot Subdivision;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 21 DATE June 20, 2024

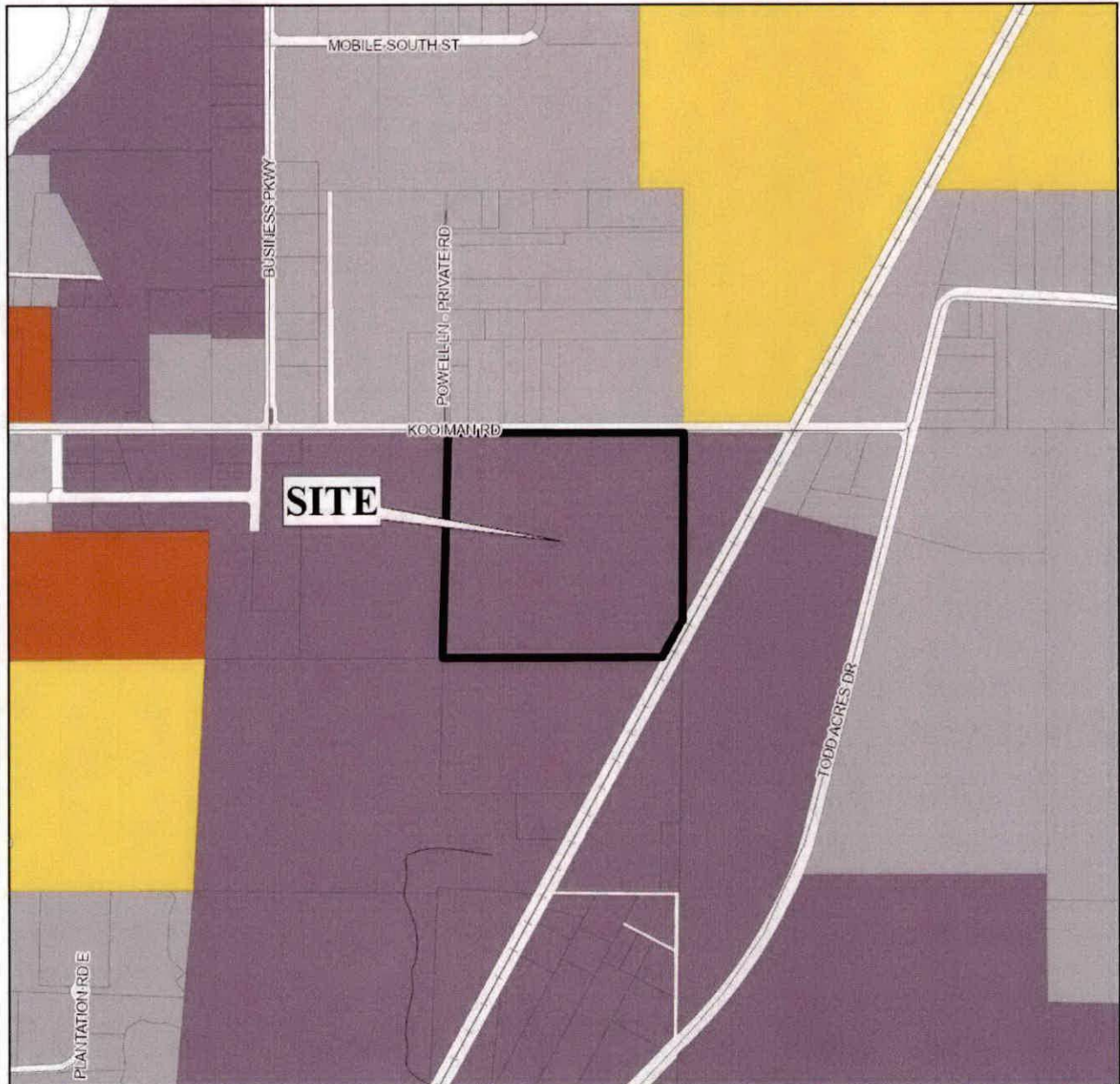
APPLICANT AL Mobile Kooiman I, LLC

REQUEST Rezoning from R-A to B-5



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 21 DATE June 20, 2024

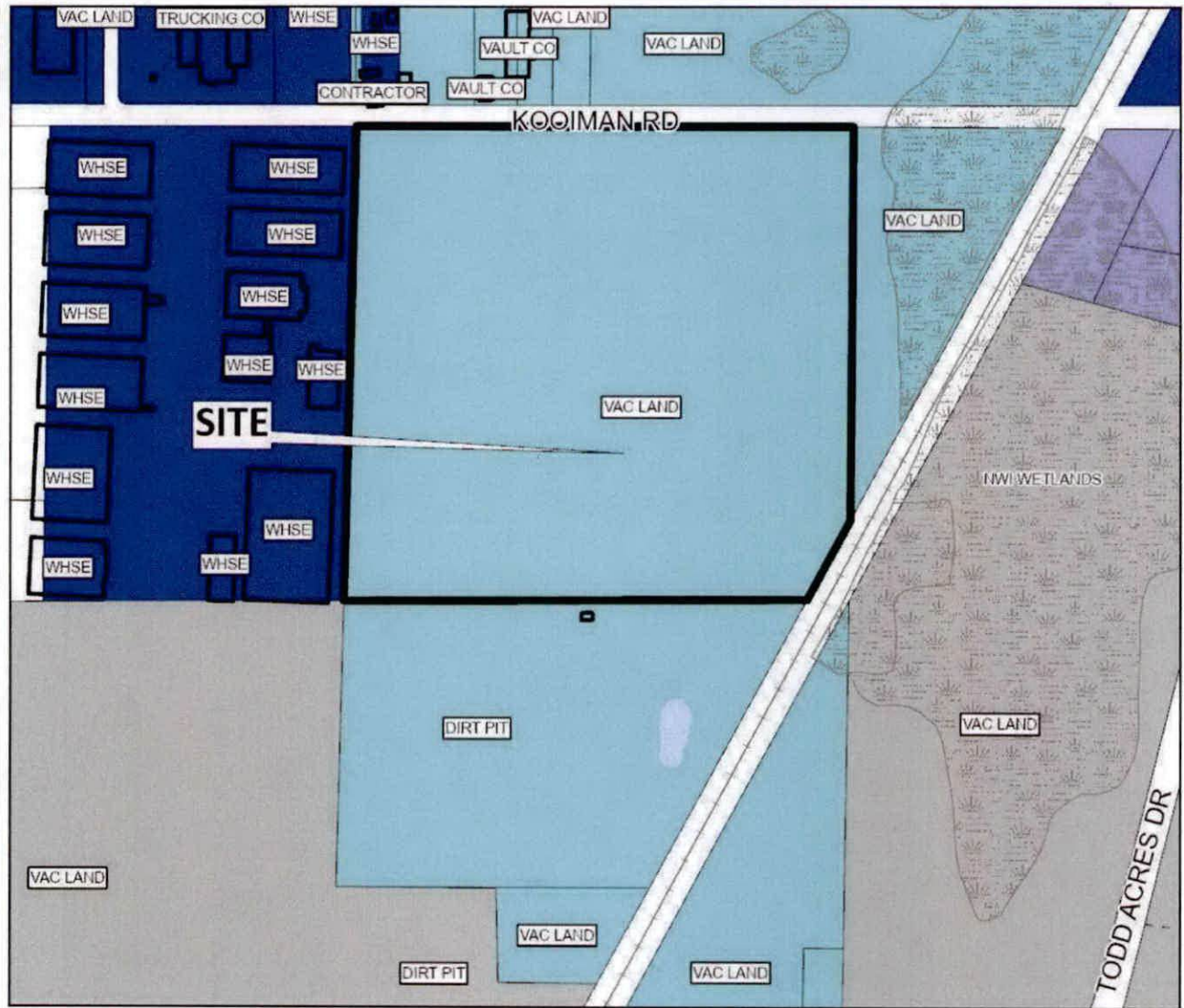
APPLICANT AL Mobile Kooiman I, LLC

REQUEST Rezoning from R-A to B-5

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 21 DATE June 20, 2024

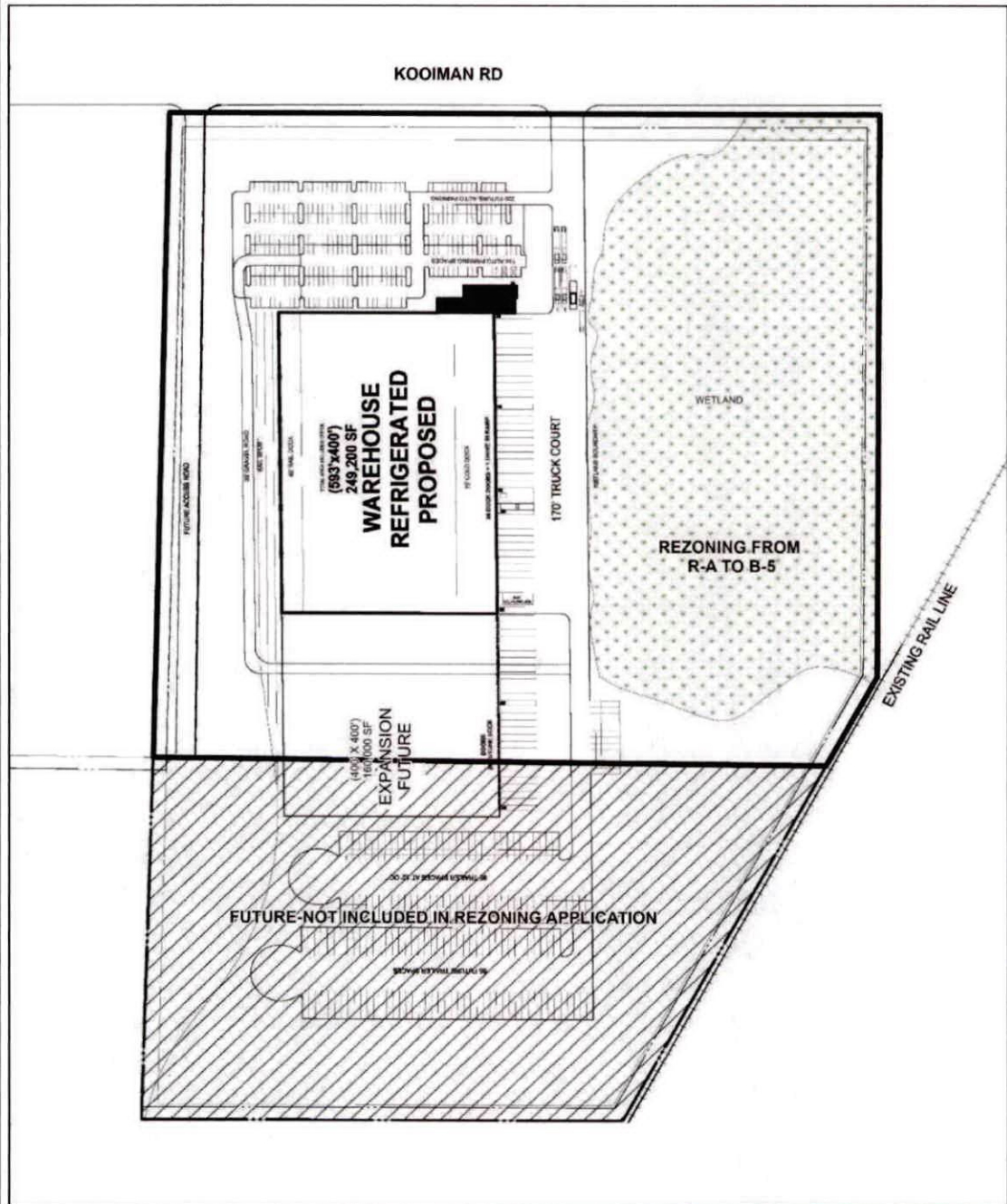
APPLICANT AL Mobile Kooiman I, LLC

REQUEST Rezoning from R-A to B-5

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



SITE PLAN



The site plan illustrates the proposed building, future expansion, parking, and wetlands.

APPLICATION NUMBER	21	DATE	June 20, 2024	 NTS
APPLICANT	AL Mobile Kooiman I, LLC			
REQUEST	Rezoning from R-A to B-5			

SITE PLAN

The site plan illustrates the proposed building, rail spur, future expansion, parking, and wetlands. The plan is bounded by KOOIMAN RD to the north. The proposed refrigerated warehouse is 292,000 SF (700'x400'). The future expansion is 120,000 SF (300'x400'). The plan also shows a 170' TRUCK COURT, a NEW RAIL SPUR, and an EXISTING RAIL LINE. Wetlands are indicated by a hatched pattern on the right side of the plan.

PROPOSED REFRIGERATED WAREHOUSE
292,000 SF
(700'x400')

FUTURE EXPANSION
120,000 SF
(300'x400')

170' TRUCK COURT

NEW RAIL SPUR

EXISTING RAIL LINE

WETLANDS

KOOIMAN RD

The site plan illustrates the proposed building, rail spur, future expansion, parking, and wetlands.

SITE PLAN

The site plan illustrates the proposed building, rail spur, future expansion, parking, and wetlands. The plan is bounded by KOOIMAN RD to the north. The proposed refrigerated warehouse is 292,000 SF (700'x400'). The future expansion is 120,000 SF (300'x400'). The plan also shows 170' TRUCK COURT, 170' RAIL SPUR, and 170' RAIL SPUR. The wetlands are indicated by a hatched pattern. The plan also shows the EXISTING RAIL LINE and NEW RAIL SPUR.

PROPOSED REFRIGERATED WAREHOUSE
292,000 SF
(700'x400')

FUTURE EXPANSION
120,000 SF
(300'x400')

170' TRUCK COURT

170' RAIL SPUR

170' RAIL SPUR

EXISTING RAIL LINE

NEW RAIL SPUR

WETLANDS

KOOIMAN RD

The site plan illustrates the proposed building, rail spur, future expansion, parking, and wetlands.

APPLICATION NUMBER	21	DATE	June 20, 2024
APPLICANT	AL Mobile Kooiman I, LLC		
REQUEST	Rezoning from R-A to B-5		

N
↑
NTS

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(700'x400')

FUTURE EXPANSION
120,000 SF
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170' TRUCK COURT

NEW RAIL SPUR

EXISTING RAIL LINE

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KOOIMAN RD

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The site plan illustrates the proposed building, rail spur, future expansion, parking, and wetlands. The plan is bounded by KOOIMAN RD to the north. The proposed refrigerated warehouse is 292,000 SF (700'x400'). The future expansion is 120,000 SF (300'x400'). The plan also shows a 170' TRUCK COURT, a NEW RAIL SPUR, and an EXISTING RAIL LINE. Wetlands are indicated by a hatched pattern on the right side of the plan.

The site plan includes the following details:

- KOOIMAN RD**: North boundary.
- 170' TRUCK COURT**: Located west of the proposed warehouse.
- PROPOSED REFRIGERATED WAREHOUSE**: 292,000 SF (700'x400').
- FUTURE EXPANSION**: 120,000 SF (300'x400').
- NEW RAIL SPUR**: Located south of the proposed warehouse.
- EXISTING RAIL LINE**: Located east of the proposed warehouse.
- Wetlands**: Indicated by a hatched pattern on the right side of the plan.
- Other features**: Includes a parking area, a building labeled "OFFICE", and a building labeled "STORAGE".

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 (WDWUR)
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)

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage

areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

AL MOBILE KOOIMAN I, LLC

July 8, 2024

City of Mobile
Planning & Zoning Department
5055 Carol Plantation Road
Mobile, AL 36619

VIA FEDEX OVERNIGHT
777289039927

RE: AL Mobile Kooiman I, LLC – Case # ZON-UDC-002963-2024

Dear Planning & Zoning Department:

Please find enclosed Check #10209 in the amount of \$434.34 for payment of the advertising fee for rezoning, Case # ZON-UDC-002963-2024.

Should you have any questions, feel free to contact me at (864) 603-1759, or via e-mail at hjones@realtylinkdev.com.

Sincerely,

Heather Jones

Heather Jones
Legal Assistant

cc: File

PLANNING AND ZONING
10 JUL 2024 AM 9:53

AN ORDINANCE TO ANNEX CERTAIN PROPERTY
INTO THE CORPORATE LIMITS OF THE CITY OF MOBILE

Sponsored by: Mayor William S. Stimpson.

WHEREAS, KD Tillmans Corner, LLC, an Alabama Limited Liability Company, is the owner of real property situated in the County of Mobile located at 4589 Hermitage Avenue and 5344 Highway 90 W, said property being described as follows:

THE WESTERN PORTION OF LOTS 6 & 7, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA AND THE WESTERN PORTION OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (POLY) AT THE SOUTHWEST CORNER OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89°-56'-02" EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 177.47 FEET TO A CAPPED REBAR (POLY) AT THE NORTHWEST CORNER OF LOT 2 OF SAID RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS; THENCE RUN NORTH 00°-58'-21" EAST A DISTANCE OF 299.53 FEET TO THE NORTH LINE OF LOT 6, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 89°-55'-33" WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 126.31 FEET TO A 60d NAIL IN A ROOT; THENCE RUN SOUTH 89°-55'-49" WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 199.76 FEET TO A 1" OPEN TOP PIPE AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE RUN SOUTH 00°-05'-56" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF HERMITAGE AVENUE (50' R/W) AND ALONG THE WEST LINE OF SAID LOT 6 AND ALONG THE WEST LINE OF LOT 7, BLOCK 1 OF SAID SUBURBAN GARDENS A DISTANCE OF 199.86 FEET TO A CAPPED REBAR (POLY) AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE RUN NORTH 89°-53'-32" EAST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 143.23 FEET TO A

CAPPED REBAR (POLY) AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE RUN SOUTH 00°-02'-00" WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 99.68 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 1.90 ACRES, MORE OR LESS.

WHEREAS, KD Tillmans Corner, LLC has submitted a Petition for Annexation asking that the above-described property be annexed to and become a part of the City of Mobile; and,

WHEREAS, said Petition contained the signatures of all of the owners of the described property and a map of said property showing its relationship to the corporate limits of the City of Mobile; and,

WHEREAS, the property that is the subject of the Petition for Annexation is contiguous to the corporate limits of the City of Mobile, and does not lie within the corporate limits of any other municipality; and,

WHEREAS, the City Council of the City of Mobile has determined that it is in the public interest that said property be annexed to the City of Mobile and the Council has further determined that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama.

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

1. That the City Council of the City of Mobile finds and declares as the legislative body of the City that it is in the best interests of the citizens of the City, and the citizens of the affected area, to bring the territory described in paragraph 2 of this Ordinance into the corporate limits of the City of Mobile.

2. That the boundary lines of the City of Mobile be, and the same hereby are, altered and rearranged so as to include all the property heretobefore encompassed by the corporate limits of the City, and in addition thereto the following described property, to-wit:

THE WESTERN PORTION OF LOTS 6 & 7, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA AND THE WESTERN PORTION OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (POLY) AT THE SOUTHWEST CORNER OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN

GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89°-56'-02" EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 177.47 FEET TO A CAPPED REBAR (POLY) AT THE NORTHWEST CORNER OF LOT 2 OF SAID RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS; THENCE RUN NORTH 00°-58'-21" EAST A DISTANCE OF 299.53 FEET TO THE NORTH LINE OF LOT 6, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 89°-55'-33" WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 126.31 FEET TO A 60d NAIL IN A ROOT; THENCE RUN SOUTH 89°-55'-49" WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 199.76 FEET TO A 1" OPEN TOP PIPE AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE RUN SOUTH 00°-05'-56" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF HERMITAGE AVENUE (50' R/W) AND ALONG THE WEST LINE OF SAID LOT 6 AND ALONG THE WEST LINE OF LOT 7, BLOCK 1 OF SAID SUBURBAN GARDENS A DISTANCE OF 199.86 FEET TO A CAPPED REBAR (POLY) AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE RUN NORTH 89°-53'-32" EAST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 143.23 FEET TO A CAPPED REBAR (POLY) AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE RUN SOUTH 00°-02'-00" WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 99.68 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 1.90 ACRES, MORE OR LESS.

Property Address: 4589 Hermitage Avenue
Mobile, Alabama 36619

Parcel Number: 3305223000022.000

Key Number: 1126711

Property Address: 5344 Highway 90 W
Mobile, Alabama 36619

Parcel Number: 3305223000021.001

Key Number: 1842894

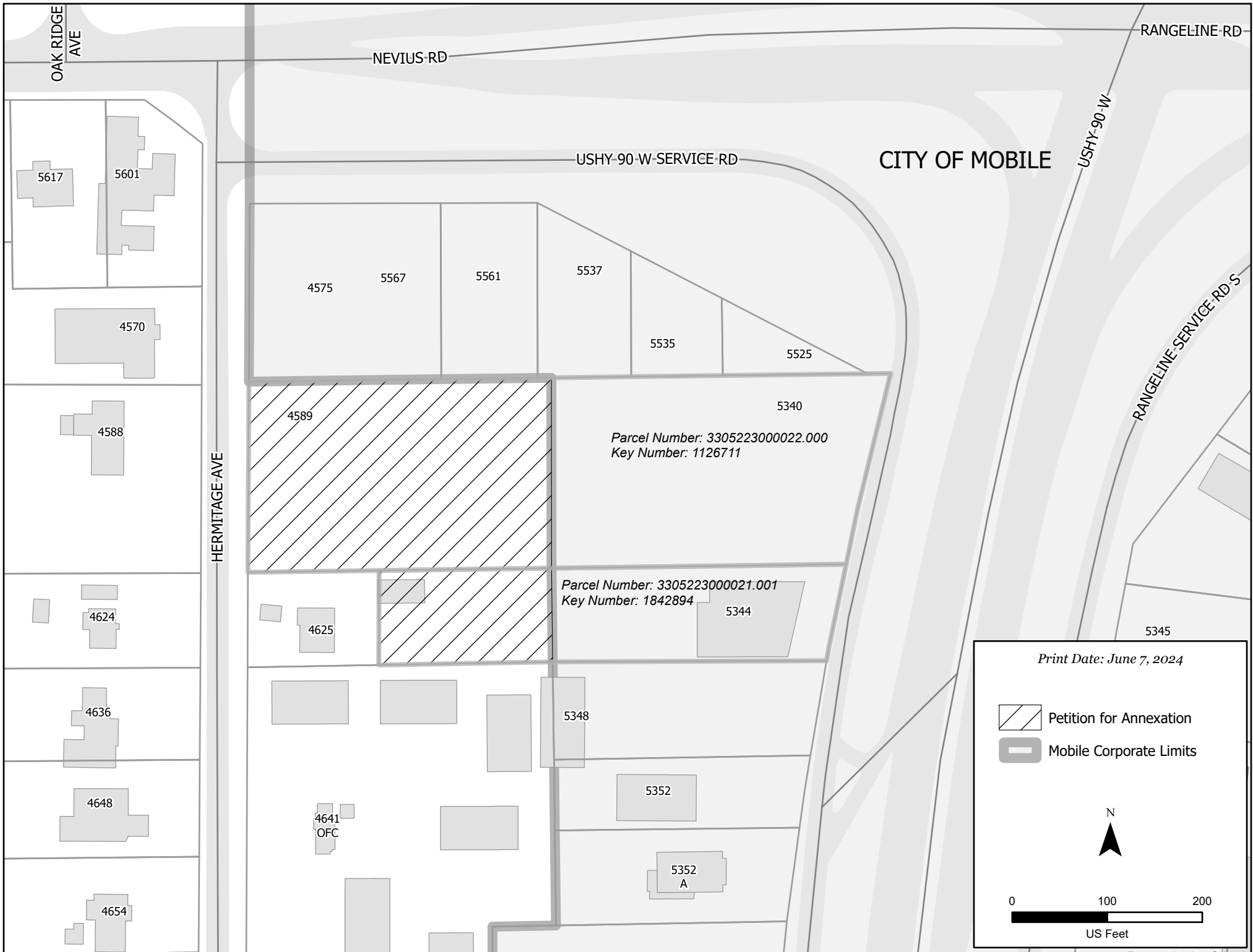
A map depicting the property to be annexed is attached hereto and incorporated herein. In the event of a conflict between the attached map and the written description of the property described above, the depiction of the property on the attached map shall control and be given effect.

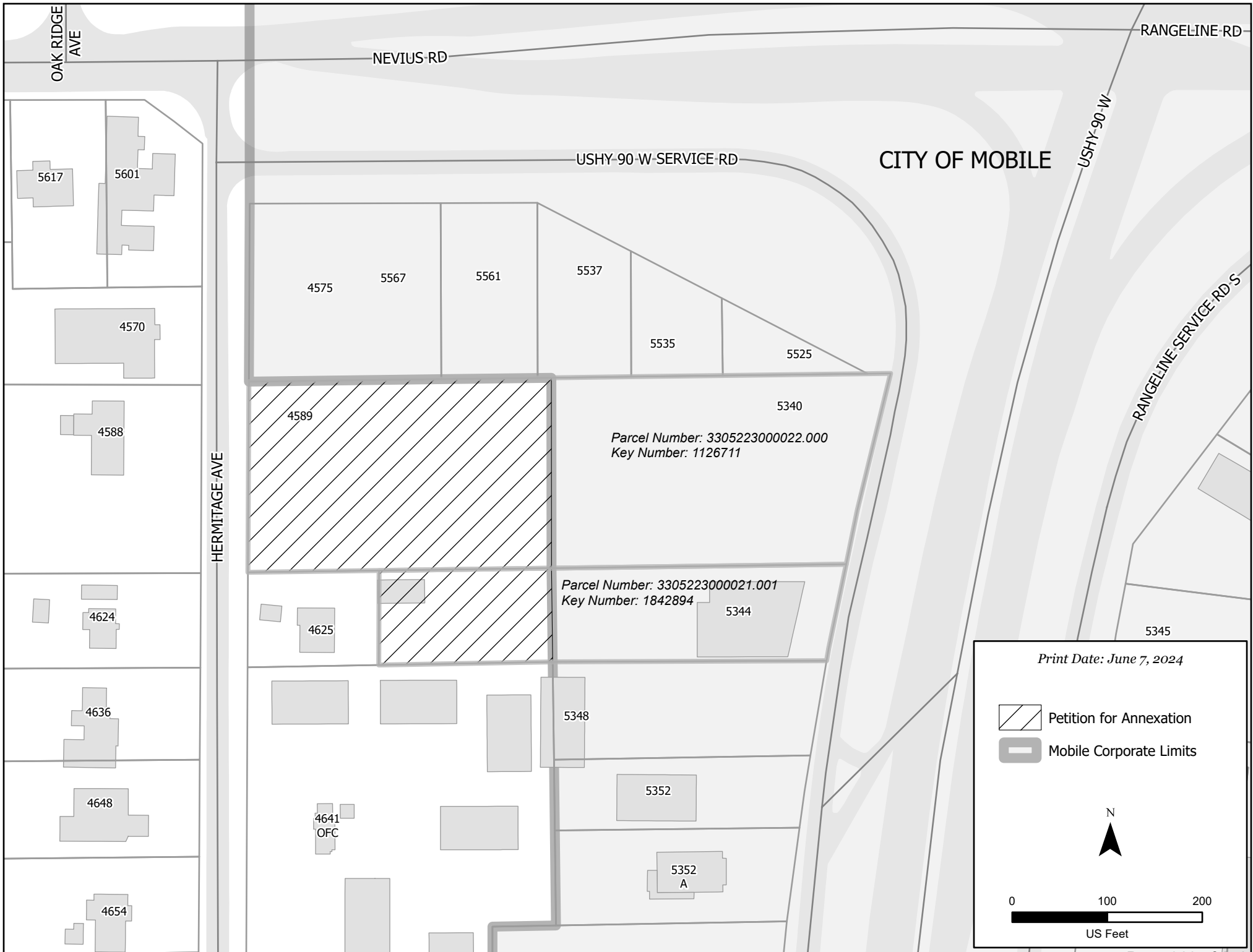
3. This Ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the Petition of the property owner, shall be filed with the Probate Judge of Mobile County, Alabama.

4. The property described in this Ordinance shall become a part of the corporate limits of the City of Mobile upon publication of this Ordinance as set forth in paragraph 3.

ADOPTED:

CITY CLERK





PETITION FOR ANNEXATION

TO THE CITY OF MOBILE, ALABAMA:

The undersigned, KD Tillmans Corner, LLC, acting by and through its Manager, MS One, LLC, as owner of all of the hereinafter described real property situated in the County of Mobile, Alabama, hereby executes and files with the City Clerk for the City of Mobile this written petition asking and requesting that the property hereinafter described be annexed to the City of Mobile under the authority of Title 11, Chapter 42, Article 2 (sections 11-42-20 through 11-42-24) of the Code of Alabama.

Said property is located at 4589 Hermitage Avenue and 5344 Highway 90 W and is described as follows:

THE WESTERN PORTION OF LOTS 6 & 7, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA AND THE WESTERN PORTION OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

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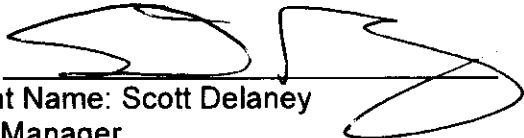
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We further certify that said property is contiguous to the corporate limits of the City of Mobile and that none of the property lies within the corporate limits of another municipality. A map of said property showing the relationship of the property to the corporate limits of the City of Mobile is attached hereto.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this 13 day of June, 2024.

KD Tillmans Corner, LLC,
an Alabama Limited Liability Company

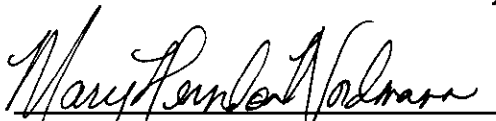
By: MS One, LLC, Manager,
an Alabama Limited Liability Company

By: 
Print Name: Scott Delaney
Its: Manager
Address: 3262 Old Shell Road, STE C-1
Mobile, AL 36607

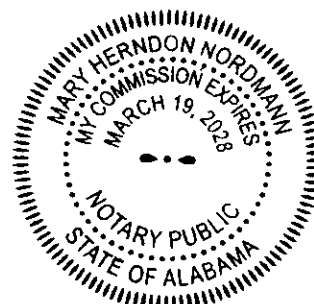
STATE OF ALABAMA

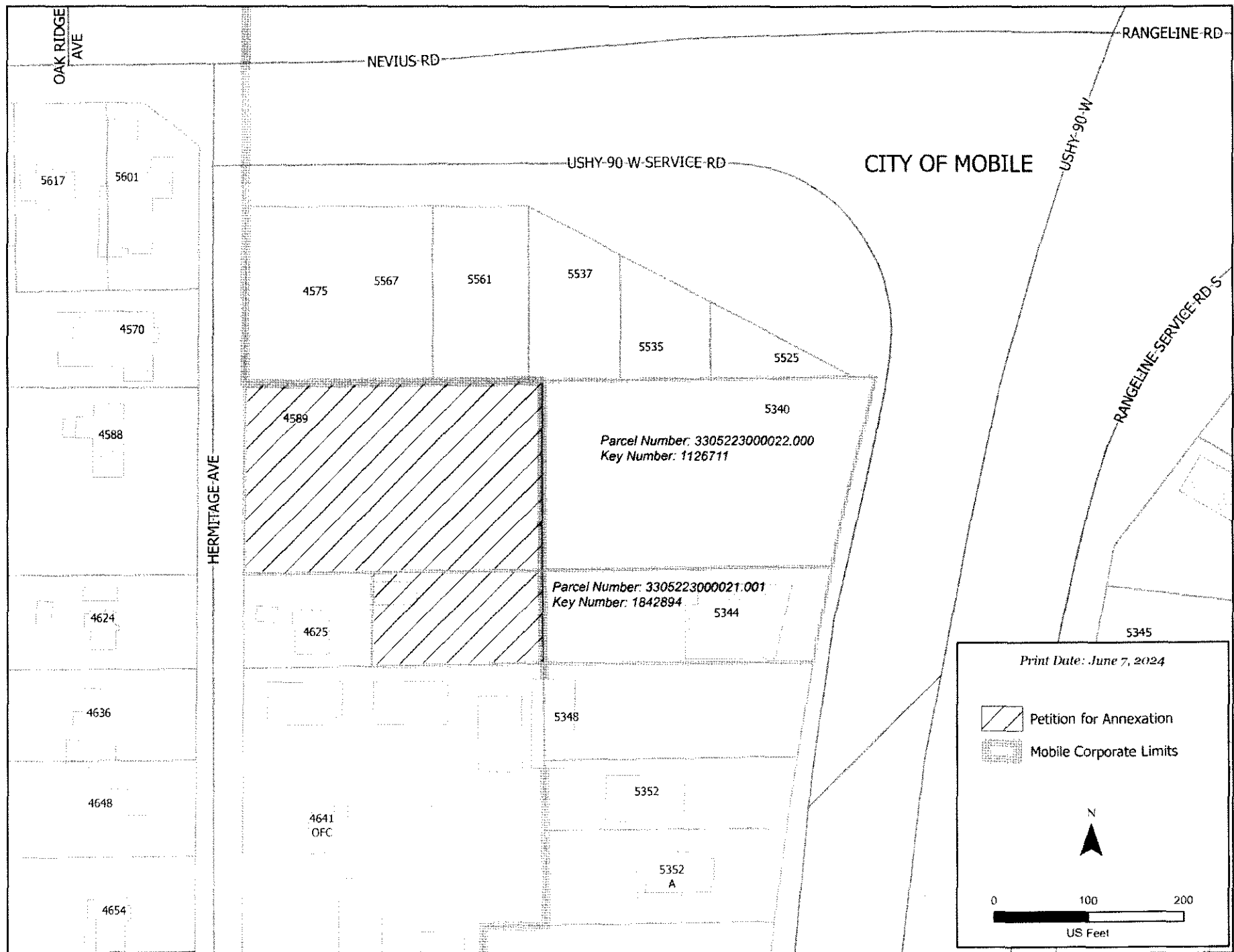
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County and State, hereby certify that Scott Delaney, whose name is signed to the foregoing Petition for Annexation as Manager of MS One, LLC, an Alabama limited liability company, and who is known to me, on this day, being informed of the contents of said Petition, and with full authority to act for and on behalf of said limited liability company, he executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.


NOTARY PUBLIC

My Commission expires: 3/19/28





AN ORDINANCE TO ANNEX CERTAIN PROPERTY
INTO THE CORPORATE LIMITS OF THE CITY OF MOBILE

Sponsored by: Mayor William S. Stimpson.

WHEREAS, KD Tillmans Corner, LLC, an Alabama Limited Liability Company, is the owner of real property situated in the County of Mobile located at 4589 Hermitage Avenue and 5344 Highway 90 W, said property being described as follows:

THE WESTERN PORTION OF LOTS 6 & 7, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA AND THE WESTERN PORTION OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (POLY) AT THE SOUTHWEST CORNER OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89°-56'-02" EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 177.47 FEET TO A CAPPED REBAR (POLY) AT THE NORTHWEST CORNER OF LOT 2 OF SAID RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS; THENCE RUN NORTH 00°-58'-21" EAST A DISTANCE OF 299.53 FEET TO THE NORTH LINE OF LOT 6, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 89°-55'-33" WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 126.31 FEET TO A 60d NAIL IN A ROOT; THENCE RUN SOUTH 89°-55'-49" WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 199.76 FEET TO A 1" OPEN TOP PIPE AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE RUN SOUTH 00°-05'-56" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF HERMITAGE AVENUE (50' R/W) AND ALONG THE WEST LINE OF SAID LOT 6 AND ALONG THE WEST LINE OF LOT 7, BLOCK 1 OF SAID SUBURBAN GARDENS A DISTANCE OF 199.86 FEET TO A CAPPED REBAR (POLY) AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE RUN NORTH 89°-53'-32" EAST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 143.23 FEET TO A

CAPPED REBAR (POLY) AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE RUN SOUTH 00°-02'-00" WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 99.68 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 1.90 ACRES, MORE OR LESS.

WHEREAS, KD Tillmans Corner, LLC has submitted a Petition for Annexation asking that the above-described property be annexed to and become a part of the City of Mobile; and,

WHEREAS, said Petition contained the signatures of all of the owners of the described property and a map of said property showing its relationship to the corporate limits of the City of Mobile; and,

WHEREAS, the property that is the subject of the Petition for Annexation is contiguous to the corporate limits of the City of Mobile, and does not lie within the corporate limits of any other municipality; and,

WHEREAS, the City Council of the City of Mobile has determined that it is in the public interest that said property be annexed to the City of Mobile and the Council has further determined that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama.

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

1. That the City Council of the City of Mobile finds and declares as the legislative body of the City that it is in the best interests of the citizens of the City, and the citizens of the affected area, to bring the territory described in paragraph 2 of this Ordinance into the corporate limits of the City of Mobile.

2. That the boundary lines of the City of Mobile be, and the same hereby are, altered and rearranged so as to include all the property heretobefore encompassed by the corporate limits of the City, and in addition thereto the following described property, to-wit:

THE WESTERN PORTION OF LOTS 6 & 7, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA AND THE WESTERN PORTION OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (POLY) AT THE SOUTHWEST CORNER OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN

GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89°-56'-02" EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 177.47 FEET TO A CAPPED REBAR (POLY) AT THE NORTHWEST CORNER OF LOT 2 OF SAID RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS; THENCE RUN NORTH 00°-58'-21" EAST A DISTANCE OF 299.53 FEET TO THE NORTH LINE OF LOT 6, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 89°-55'-33" WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 126.31 FEET TO A 60d NAIL IN A ROOT; THENCE RUN SOUTH 89°-55'-49" WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 199.76 FEET TO A 1" OPEN TOP PIPE AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE RUN SOUTH 00°-05'-56" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF HERMITAGE AVENUE (50' R/W) AND ALONG THE WEST LINE OF SAID LOT 6 AND ALONG THE WEST LINE OF LOT 7, BLOCK 1 OF SAID SUBURBAN GARDENS A DISTANCE OF 199.86 FEET TO A CAPPED REBAR (POLY) AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE RUN NORTH 89°-53'-32" EAST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 143.23 FEET TO A CAPPED REBAR (POLY) AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE RUN SOUTH 00°-02'-00" WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 99.68 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 1.90 ACRES, MORE OR LESS.

Property Address: 4589 Hermitage Avenue
Mobile, Alabama 36619

Parcel Number: 3305223000022.000

Key Number: 1126711

Property Address: 5344 Highway 90 W
Mobile, Alabama 36619

Parcel Number: 3305223000021.001

Key Number: 1842894

A map depicting the property to be annexed is attached hereto and incorporated herein. In the event of a conflict between the attached map and the written description of the property described above, the depiction of the property on the attached map shall control and be given effect.

3. This Ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the Petition of the property owner, shall be filed with the Probate Judge of Mobile County, Alabama.

4. The property described in this Ordinance shall become a part of the corporate limits of the City of Mobile upon publication of this Ordinance as set forth in paragraph 3.

ADOPTED:

CITY CLERK

RESOLUTION

Sponsored by: *Gina Gregory, Councilmember District 7*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$500.00 be transferred from the District 7 General Fund, Discretionary Account DSC-07, from General Fund Account 10041020-42080 to the MPD Traffic Safety Unit 10041534-43130, it will be used to assist the On-Duty Traffic personnel for Mobile Terrace Community Parade.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember C.J. Small

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

Type of application: RETAIL BEER (OFF PREMISES ONLY)
 RETAIL TABLE WINE (OFF PREMISES ONLY)

Submitted by: MARTHAS SONS LLC

Location: FULTON CONVENIENCE STORE
 1288 Dauphin Island Parkway
 Mobile, AL 36605

Adopted:

Assistant City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT
Council Agenda Page

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Page
08/07/2024	TRANSFER - OWNERSHIP	2024 - 5668	129154	3	August 20, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MARTHAS SONS LLC

Trade Name (DBA)

FULTON CONVENIENCE STORE

Location Address

1288 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

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DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Council Agenda Date

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MARTHAS SONS LLC

Trade Name (DBA)

FULTON CONVENIENCE STORE

Location Address

1288 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: August 9, 2024

Re: Application # 5668 / 1288 Dauphin Island Pkwy.

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

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

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

The site is located in District # 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5668 DATE 8/20/2024
 APPLICANT MARTHAS SONS LLC
 LOCATION 1288 DAUPHIN ISLAND PKWY
 REQUEST ALCOHOLIC BEVERAGE LICENSE

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	



LANDUSE SURVEY
CONDUCTED 2010

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/07/2024	TRANSFER - OWNERSHIP	2024 - 5668	129154	3	August 20, 2024

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MARTHAS SONS LLC

Trade Name (DBA)

FULTON CONVENIENCE STORE

Location Address

1288 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Contact Person Information				
Name	Title	POA	Phone	Email
SHARON BETT	MANAGER	NO		

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

What is/was the start date of this business? 05/16/2024

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

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 08/07/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5668	License Account # 129154	Council District 3	Council Agenda Date August 20, 2024
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name MARTHAS SONS LLC			Trade Name (DBA) FULTON CONVENIENCE STORE		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 05/16/2024	SOS Entity ID	State AL	County MOBILE
Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number 3			
Physical Address (Street Address, Suite #) 1288 DAUPHIN ISLAND PKWY		City MOBILE	State AL	Zip Code 36605	
Mailing Address (Street Address, Suite #, PO Box) 1288 DAUPHIN ISLAND PKWY		City MOBILE	State AL	Zip Code 36605	
Primary Business Activity at the Location: Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name SHARON BETT	Title MANAGER	POA NO	Phone 6	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name TUNGOS LLC			Trade Name (DBA) FULTON FOOD MART		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)			License Number	Any ABC Pending Actions NO	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name DAVID LAM			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City MOBILE	State AL	Zip Code 36695
Bldg Square Footage 2,500	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials WK

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle)			Title		Driver's License (State, Number)		
KIPKEMOI, WALTER			OWNER				
Home Address (Street Address, Apt/Unit #)			City		State	Zip Code	
			MOBILE		AL	36609	
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number		Mobile/Phone Number		
	OLENGURONE KENYA						
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
NO	If Yes, Law Violation		Arresting Agency		Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
NO	If Yes, Legal Business Name		Business DBA		Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle)			Title		Driver's License (State, Number)		
N/A							
Home Address (Street Address, Apt/Unit #)			City		State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number		Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
	If Yes, Law Violation		Arresting Agency		Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
	If Yes, Legal Business Name		Business DBA		Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle)			Title		Date of Birth		Driver's License (State, Number)
N/A							
Home Address (Street Address, Apt/Unit #)			City		State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined?							
NO							
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked?							
NO							
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed?							
YES							

ABC Application 2

Applicant/POA Initials WK

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

WK

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

WK

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

WK

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

WK

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

WK

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

WK

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

WK

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

Owner/Applicant/POA Printed Name

WALTER KIPKEMOI

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

08/07/2024

Title of Person Signing this Application

Owner

Sworn to and subscribed before me this 7 day of August 20 24

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



Signature Page

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

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

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

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

MARTHAS SONS LLC

dba **FULTON CONVENIENCE STORE**

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

050 - RETAIL BEER (OFF PREMISES ONLY)

for the premises located at **1288 DAUPHIN ISLAND PKWY**, Mobile, Alabama.

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

August 20, 2024

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

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

July 22, 2024



FULTON CONVENIENCE STORE
1288 DAUPHIN ISLAND PARKWAY
MOBILE, AL 36605 USA

ACCOUNT NUMBER: TERRITORY 3

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1836475	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20240625133404886



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:

TUNGOS LLC

Address: 1288 DAUPHIN ISLAND PARKWAY
MOBILE, AL 36605

Telephone:

NEW APPLICANT:

MARTHAS SONS LLC

Address: 1288 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

Telephone:

Current License No: 050-011616649
070-011616649

LICENSED PREMISES ADDRESS: 1288 DAUPHIN ISLAND PKWY MOBILE, AL 36605

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

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

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

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

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 26 day of June, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name:
Title:

Print Name: WALTER KIPKEMO
Title: Member

WITNESS: (By ABC Enforcement)
Revised 9/08

Dandy Durhan



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

Confirmation Number: 20240625133404886



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:

TUNGOS LLC

Address: 1288 DAUPHIN ISLAND PARKWAY

MOBILE, AL 36605

Telephone: ?

NEW APPLICANT:

MARTHAS SONS LLC

Address: 1288 DAUPHIN ISLAND PKWY

MOBILE, AL 36605

Telephone:

Current License No: 050-011616649

070-011616649

LICENSED PREMISES ADDRESS: 1288 DAUPHIN ISLAND PKWY MOBILE, AL 36605

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

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

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

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

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 28th day of June, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

NIRK KIPKOSKEI EKAL

Print Name:

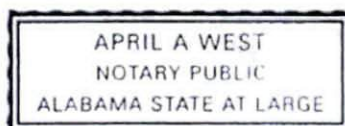
Title: MEMBER

Print Name:

Title:

WITNESS: (By ABC Enforcement)

Revised 9/08



[Signature]
6/27 7-2-27



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240625133404886

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:
 Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:
 Trade Name: FULTON CONVENIENCE STORE Filing Fee:
 Applicant: MARTHAS SONS LLC Transfer Fee: \$100.00
 Location Address: 1288 DAUPHIN ISLAND PKWY MOBILE, AL 36605
 Mailing Address: 1288 DAUPHIN ISLAND PKWY MOBILE, AL 36605
 County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0
 Product Type: 03 Type Ownership: LLC

Book, Page, or Document info: 001-136-150

Do you sell Draft Beer?:

Date Incorporated: 05/16/2024 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 05/16/2024

Federal Tax ID:

Alabama State Sales Tax ID: R012169063

Name:	Title:	Date and Place of Birth:	Residence Address:
	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SHARON BETT

Business Phone:

Fax:

Home Phone:

Cell Phone:

E-mail:

PREVIOUS LICENSE INFORMATION:

Trade Name: FULTON FOOD MART

Applicant: TUNGOS LLC

Previous License Number(s)

License 1: 050-011616649

License 2: 070-011616649



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240625133404886

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: DAVID LAM

What is lessors primary business? RETIRED

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 2500

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: 1

Nearest: 1

Nearest school:

Nearest church:

Nearest residence: 1 blocks

Location is within: CITY LIMITS

Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240625133404886

Initial each

WK
WK

WE

XY

XY

WK

WK

WK

WK

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

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

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

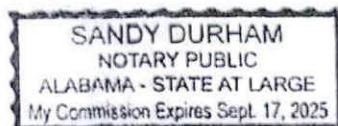
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): **WALTER KIPKEMOI**

Signature of Applicant:

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

List of Current Member

The following individual is the only member of: Martha's Sons LLC

NAME: Walter Kipkemol

TITLE: MEMBER

WALTER KIPKEMOL
PRINTED NAME OF MEMBER


SIGNATURE OF MEMBER

08/20/2024
DATE



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
MONTGOMERY, ALABAMA

2023-2024

LICENSE EXPIRES SEPTEMBER 30, 2024
RENEW LICENSE(S) BEFORE AUGUST 1, 2024

Confirmation Number: 20230621000014478

Renewal Period: June 1, 2024 Through July 31, 2024

License Number: 011616649



County: MOBILE Tobacco Business Type: 4* Vending Machines: 0
Effective Date: 10/01/2023 Permitted Date: 10/21/2024
Trade Name: FULTON FOOD MART
Licensee: TUNGOS LLC
Location: 1288 DAUPHIN ISLAND PARKWAY
MOBILE AL 36605
Mailing Address: 1288 DAUPHIN ISLAND PARKWAY
MOBILE AL 36605

050 RETAIL BEER (OFF PREMISES ONLY)

070 RETAIL TABLE WINE (OFF PREMISES ONLY)

990 TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
Product type: 3

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated
Witness the hand and seal of the ABC Board

For questions or assistance go to our website www.alabcbboard.gov click license and find the division contact number that services the county for this license

110916

Curtis E. Stewart
ADMINISTRATOR





KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HEAL TAYLOR
SECRETARY

June 28th, 2024

Dear Mr. Kipkemoi,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation
Thirteen

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

NAME:KIPKEMOI,WALTER

ABI RESULT:NON-IDENT

CERTIFIED COPY
OF ALEA DOCUMENT



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information.

Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification
Number: 0024172182743ZQ
Class of
Admission (COA)
Code: IR6
Country of Birth: KEN-KENYA
Date Admitted To: INDEFINITE

Agency Submitted Details

Full Name: WALTER KIPKEMOI
Date of Birth:
Card Number / I-
797 Receipt
Number: IOE0914077481
Initiated On: 06/20/2024
Initiated By: SDUR8422
Point of Contact
Name: Sandy Durham
Point of Contact
Phone Number:
Requested
Benefits: Commercial License
Attached
Document: No

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Browser Support](#)

[Plug-ins](#)

[Site Map](#)

[V37.1 ICA](#)

[V38 ICA - Draft](#)



STATE OF ALABAMA

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

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

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:
Martha's Sons LLC
2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.
3. The name of the registered agent (only one agent): HH Business Services Bookkeeping & Accounting LLC
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): _____

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-136-510	DLL
Date	05/16/2024
Time	00:30:00
File	\$100.00
County	\$100.00
Total	\$200.00

Issued 9/17

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 5 / 16 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 12 : 30 ☒ AM or ☐ PM. (cannot be noon or midnight -- 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

5 / 16 / 2024
Date (MM/DD/YYYY)

Walter Kipkemoi

Signature as required by 10A-5A-2.04

Organizing Member

Typed title (organizer or attorney-in-fact)

~~*County of Registered Agent is requested in order to determine distribution of County filing fees.~~

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:**

Martha's Sons LLC

**This name reservation is for the exclusive use of Walter Kipkemoi, 1288
DAUPHIN ISLAND PARKWAY, Mobile, AL 36605 for a period of one year
beginning May 16, 2024 and expiring May 16, 2025**



RES157268

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

May 16, 2024

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-16-2024

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

MARTHAS SONS LLC
FULTON CONVENIENCE STORE
& WALTER KIDNEY, JR.

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-3058291. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

50 North Ripley Street
Montgomery, AL 36132

revenue.alabama.gov

**Alabama
Department
of Revenue**



May 21, 2024

Letter Id: L0315025120

ONLINE FILING INFORMATION

Dear MARTHAS SONS LLC,

In order to access the My Alabama Taxes (MAT) website, you will need your Account Number, Sign-On ID and Access Code listed below.

TAX TYPE	TAX CODE	ACCOUNT ID	SIGN ON ID	ACCESS CODE
Sales Tax	SS		002984190	11377088

Please keep this letter in a safe place and do not disclose your Sign On ID and Access Code numbers to anyone. To review instructions on how to make payments and/or file returns using the MAT system, visit our website at <https://myalabamataxes.alabama.gov>. If you have any questions and wish to speak to an Alabama Department of Revenue (ADOR) representative, please call 1-800-322-4106 and select the appropriate option.

Act No. 2006-552, specifies that for each occasion a business taxpayer is obligated to make a tax payment of \$750 or more to the Alabama Department of Revenue (ADOR), such payment must be remitted electronically through an electronic funds transfer (EFT) method. Voluntary participation of transactions less than \$750 is encouraged.

E-Pay Only: The ADORs MAT website offers a 'Make a Payment Only' feature, giving taxpayers the capability to make electronic payments for the various corporate income, individual income, and business taxes administered by the Department. To make your payment online, simply visit our website at <https://myalabamataxes.alabama.gov>. Billing payments may also be made on the website and no pre-registration is required to make a billing payment. **E-File & E-Pay:** The state requires the following taxes to be e-filed through the My Alabama Taxes system: State Sales, Use, Lodgings, Rental, Utility, Mobile Telecommunications, Nursing Facilities, Pharmaceutical Provider, Emergency Medical Transport Fee, Prepaid Wireless Service Charge, Contractors Gross Receipts, Freight Line and Equipment, and State-administered Local Sales, Use, Lodgings, and Rental taxes. In order to avoid penalties, a tax report must be filed for each month, even if no tax is due unless authorized by the Department of Revenue.

Non-state administered Local Sales, Use, and Rental taxes may be filed and paid through the My Alabama Taxes system beginning October 1, 2013. To e-file your returns on-line, please visit our website at <https://myalabamataxes.alabama.gov>. Do not mail paper returns for taxes e-filed through this system.



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Its a stand alone building Located at 1288 dauphin Island pkwy
Mobile Alabama 36605.

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by Walter Kipkemai

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 05 day of 16 2024.

Notary Printed Name	Notary Signature	My (Notary) Commission Expires

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

David Lam

Walter Kipkemai

Owner of Property (Signature)

Applicant Name (Signature)

Walter Kipkemai

Street Address

Street Address

1288 dauphin Island Pkwy

City, State, Zip

City, State, Zip

Date Agreement Signed

Date Agreement Signed

05/16/2024

05/16/2024

| Application Property Ownership

Information for Address: 1288
Dauphin Island Pkwy

Parcel Owner / Mailing Address:
Lam Debby

Parcel Information:
Parcel: R023202370003004.000 / 985385
Parcel Subdivision:
Unknown
Parcel Jurisdiction:
Mobile City Limits
Neighborhood Renewal District:
Address is not within a Neighborhood
Renewal District
Historic District:
Address is not within a Historic District
PLS Section:
5S1W05
Census Tract:
002301
Zipcode:

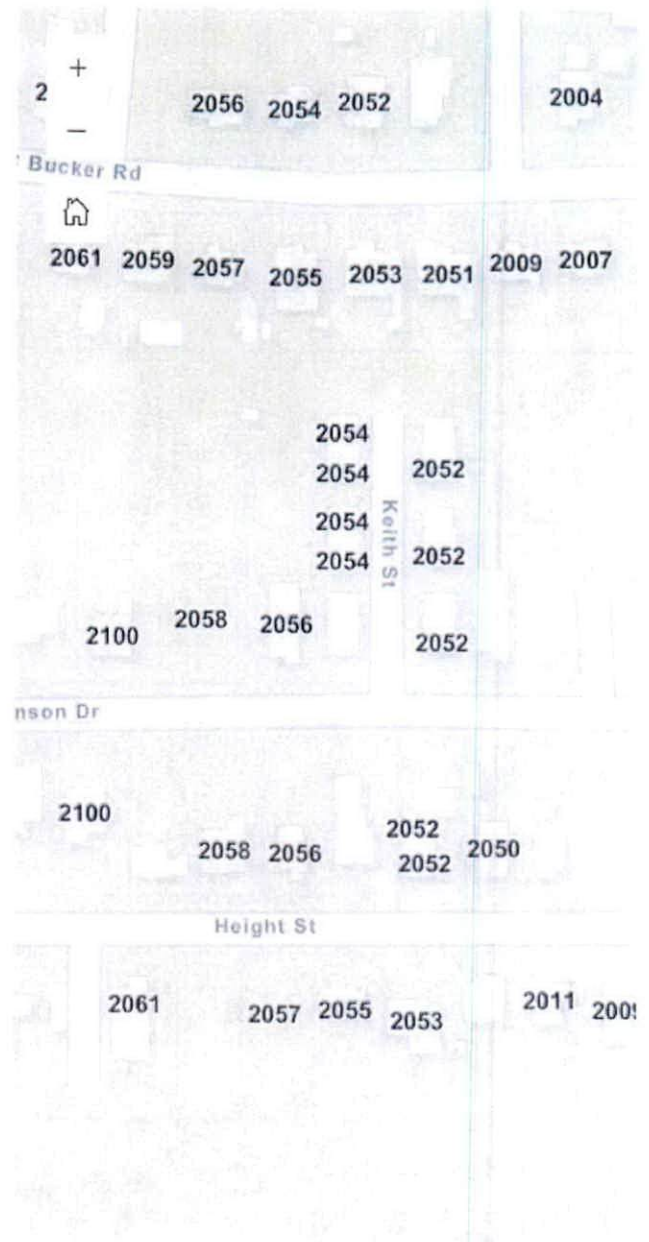
--- Public Services ---

Garbage Pickup:
(Friday East / Route D)
Trash Pickup:
(Tuesday South / 7-TD-3)
Fire District:
(Fire Station 16 Lathan)
Police Precinct/Beat:
(Precinct 1 Beat 13)

--- Political ---

City Council District:
District: (3)
C.J. Small - (251) 208-7441

[Search for New Address](#)



Esri Community Maps Contributors, C... Powered by Esri

Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.

Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including.

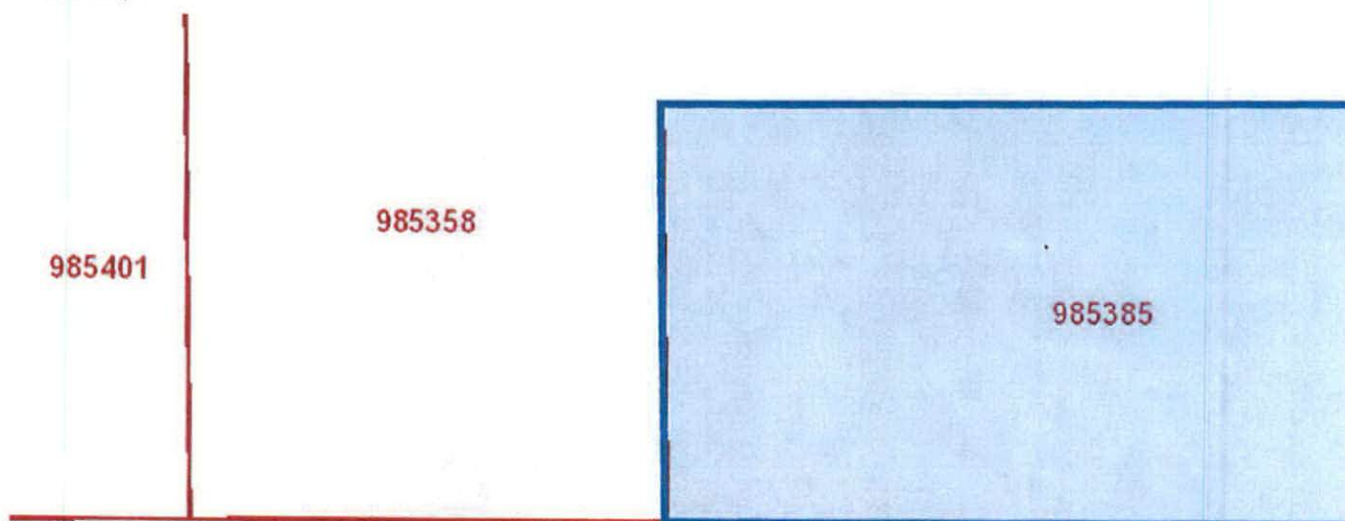
[Application Support](#)

Copyright: City of
Mobile, Alabama

Mobile County Property Search

Key Number: 985385 For Year 2024

📍 Map



Property Details

Account

Key Number: 985385
Legal Description: LOT 5 ROBINSON PL MBK 4/491 #SEC 37 T5S R1W #MP32 02 37 0 003
Parcel Number: 3202370003004XXX
Type: Real
Property Class: 2

Location

Address: 1288 DAUPHIN ISLAND PKY MO

Owner

Name: LAM DEBBY

Mailing Address:

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MARTHAS SONS LLC

Trade Name (DBA)

FULTON CONVENIENCE STORE

Location Address

1288 DAUPHIN ISLAND PKWY

Application Number

2024 - 5668

Notice Post Date @ Location

08/07/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

August 20, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

Commercial Lease

This Commercial Lease ("Lease") is dated as of May 16, 2024, by and between David Lam ("Landlord") and Martha's Sons LLC d/b/a ~~Fulton Convenience Store~~ ("Tenant"). The parties agree as follows:

Premises. The Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant 2500 Square Feet ("Premises") located at 1288 DAUPHIN ISLAND PARKWAY, Mobile, Alabama 36605.

Term. The lease term will begin on May 16, 2024 and will terminate on April 30, 2028.

Lease Payments. The Tenant shall pay to the Landlord monthly installments of \$3,000.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 9573 White Castle Drive, Mobile, Alabama 36695. The payment address may be changed from time to time by the Landlord.

Security Deposit. At the time of the signing of this Lease, the Tenant shall pay to the Landlord, in trust, a security deposit of \$3,000.00 to be held and disbursed for the Tenant's damages to the Premises (if any) as provided by law.

Possession. The Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease unless otherwise agreed by both parties in writing. At the expiration of the term, the Tenant shall remove their goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to the Tenant, ordinary wear and tear excepted.

Use of Premises. The Tenant may use the Premises only for Convenience Store. The Premises may be used for any other purpose only with the prior written consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall notify the Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

Exclusivity. The Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described) or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenant's primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

Parking. The Tenant shall be entitled to use 15 parking space(s) for the parking of the Tenant's customers' /guests' motor vehicle(s).

Storage. The Tenant shall be entitled to store items of personal property in General Storage during the term of this Lease. The Landlord shall not be liable for loss of, or damage to, such stored items.

Property Insurance. The Tenant shall maintain casualty insurance on the Premises in an amount not less than \$25,000.00. The Landlord shall be named as an additional insured in such policies. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. The Tenant shall also maintain any other insurance which the Landlord may reasonably require for the protection of the Landlord's interest in the Premises. The Tenant is responsible for maintaining casualty insurance on its own property.

Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

The Landlord:

By: 
David Lam

Date: 5/20/2024

The Tenant:

Martha's Sons LLC d/b/a Fulton Convenience Store

By: 
Walter Kipkemai
Member

Date: 5/20/2024

[ZIP Code™ by Address \(/zip-code-lookup.htm?byaddress\)](#)[ZIP Code™ by City and State \(/zip-code-lookup.htm?bycitystate\)](#)[Cities by ZIP Code™ \(/zip-code-lookup.htm?citybyzipcode\)](#)[FAQs](#)<https://www.usps.com/zip-code-lookup.htm>

Look Up a ZIP Code™

ZIP Code™ by Address

You entered:

1288 DAUPHIN ISLAND PARKWAY
MOBILE AL
36605

If more than one address matches the information provided, try narrowing your search by entering a street address and, if applicable, a unit number. **Edit and search again.** ([zip-code-lookup.htm?byaddress](#))

1288 DAUPHIN ISLAND PKWY
MOBILE AL 36605-2254

[Look Up Another ZIP Code™](#)[Edit and Search Again \(/zip-code-lookup.htm?byaddress\)](#)[Feedback](#)



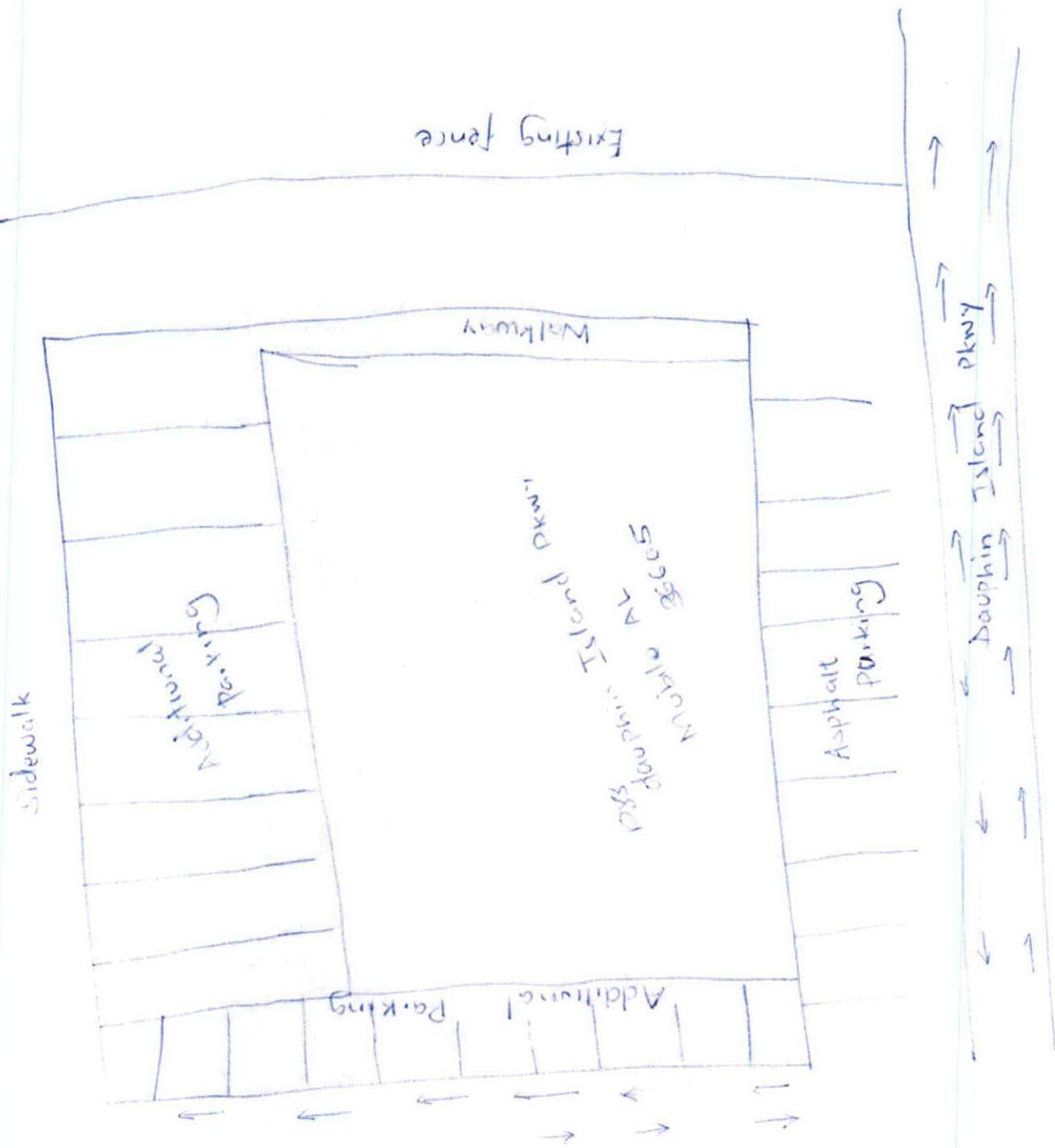
CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer - License? ☐ No ☒ Yes Relocation Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Marthas Sons LLC				Trade Name (DBA) Fulton Convenience Store			
Company Physical Address (Street Address, Suite #) 1288 dauphin Island Pkwy Mobile AL 36605				City Mobile	State AL	Zip Code 36605	
Business Contact Person Information							
Name Sharon Bell		Title -	Phone -	Email -			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 2500 sq	Parking Provided 24	Parking Required 9	Compliance Yes	Zoning B-2	Approved Yes		
Comments							
Print Name Payton Rogers		Signature 		Date 7/12/24			

| Planning and Zoning



R E S O L U T I O N

Sponsored by: Councilmember Josh Woods

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

Type of application: LOUNGE RETAIL LIQUOR – CLASS II (PACKAGE)

Submitted by: BKS OF AL INC

Location: REDDS DISCOUNT 10
960 Schillinger Road South, Suite A
Mobile, AL 36695

Adopted:

Assistant City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
08/06/2024	NEW APPLICATION	2024 - 5671	129555	6	August 20, 2024

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

BKS OF AL INC

Trade Name (DBA)

REDDIS DISCOUNT 10

Location Address

960 SCHILLINGER ROAD SOUTH STE A

City, State, Zip Code

MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
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DISTRICT 4
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CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
08/06/2024	NEW APPLICATION	2024 - 5671	129555	6	August 20, 2024

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

BKS OF AL INC

Trade Name (DBA)

REDDS DISCOUNT 10

Location Address

960 SCHILLINGER ROAD SOUTH STE A

City, State, Zip Code

MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pfaffenbach-Gauthier

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

Date: August 9, 2024

Re: Application # 5671 / 960 Schillinger Rd. S. Ste. A

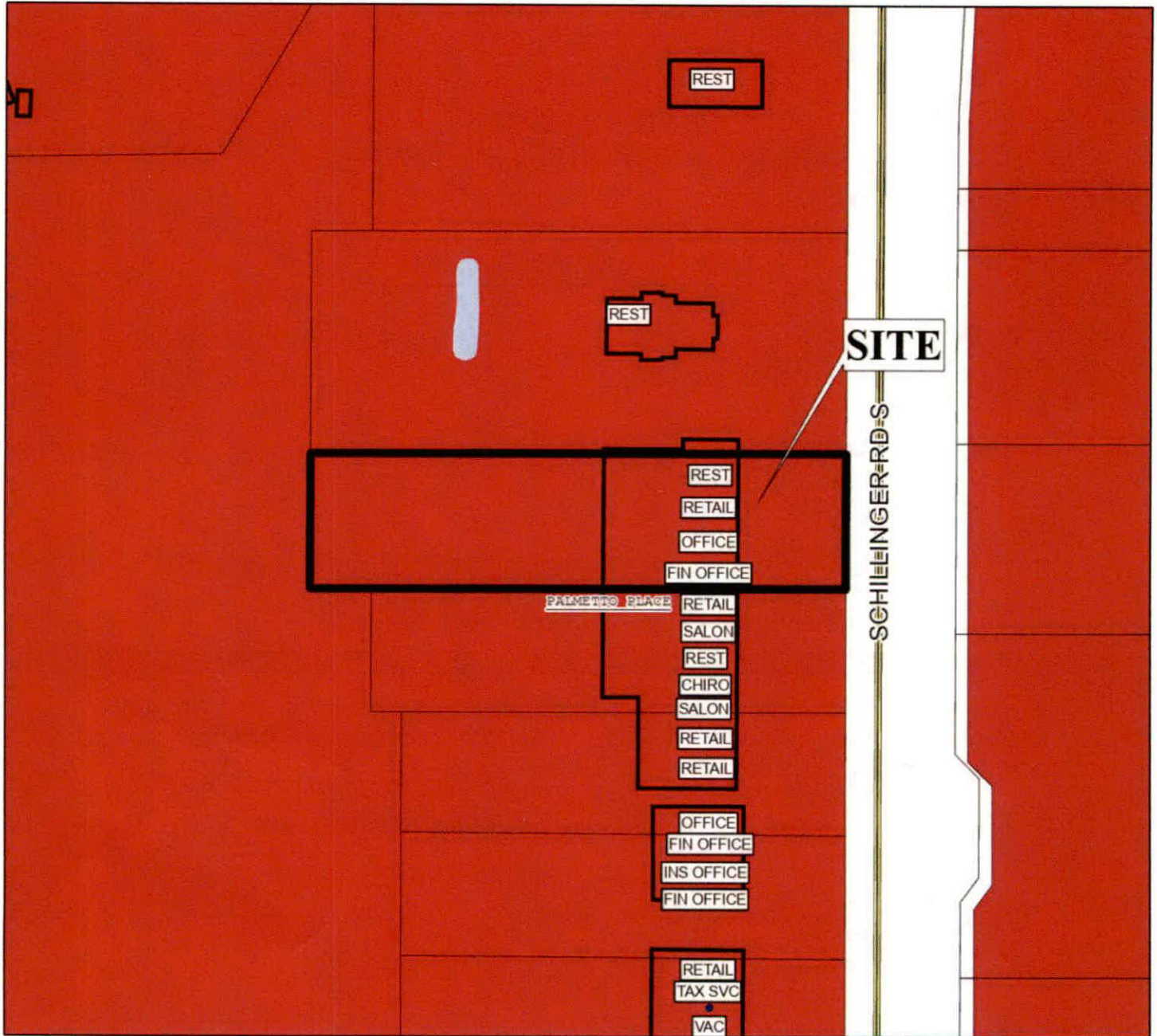
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a package store with retail liquor sales is a permitted use in this zoning district.

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

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

The site is located in District # 6, Josh Woods (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5671 DATE 8/20/2024

APPLICANT BKS OF ALL INC

LOCATION 960 SCHILLINGER RD S STE A

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/06/2024	NEW APPLICATION	2024 - 5671		6	August 20, 2024

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

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

BKS OF AL INC

Trade Name (DBA)

REDDIS DISCOUNT 10

Location Address

960 SCHILLINGER ROAD SOUTH STE A

City, State, Zip Code

MOBILE AL 36695

Contact Person Information				
Name	Title	POA	Phone	Email
KAREN S LOTT	ORGANIZER	YES		

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

What is/was the start date of this business? 08/25/2024

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

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 08/06/2024	Application Type NEW APPLICATION	Application Number 2024 - 5671	License Account #	Council District 6	Council Agenda Date August 20, 2024
License Type Applied for with Alabama ABC Board 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name BKS OF AL INC			Trade Name (DBA) REDD'S DISCOUNT 10		
Business Structure Type CORP - CORPORATION		Incorporation Date 08/28/2017	SOS Entity ID	State AL	County BALDWIN
Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number			
Physical Address (Street Address, Suite #) 960 SCHILLINGER ROAD SOUTH STE A		City MOBILE	State AL	Zip Code 36695	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) LIQUOR/PACKAGE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name KAREN S LOTT	Title ORGANIZER	POA YES	Phone ---	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name		Property Owner Phone Number	Property Owner Email M		
Property Owner Mailing Address (Street Address, Suite #, PO Box) 960 SCHILLINGER ROAD SOUTH STE L		City MOBILE	State AL	Zip Code 36695	
Bldg Square Footage 1,600	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SHOPPING CENTER	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? YES					

ABC Application 1

Applicant/POA Initials KSL POA

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)		
SAUCIER, BRIAN KEITH		PRESIDENT			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	BKS OF AL INC	KEITH'S SUPERSTORE 60			
	BKS OF AL INC	REDD'S DISCOUNT 7	:582		
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)		
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
LOTT, ARMINDA KAREN		ORGANIZER			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

KSL

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

KSL

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

KSL

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

KSL

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

KSL

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

KSL

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

KSL

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

Owner/Applicant/POA Printed Name

Karen S. Lott POA

Owner/Applicant/POA Signature

Karen S. Lott POA

Date of Application Signature

8-6-24

Title of Person Signing this Application

Organizer

Sworn to and subscribed before me this 6 day of August 20 24

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



Signature Page

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

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

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

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

BKS OF AL INC dba **REDDS DISCOUNT 10**

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

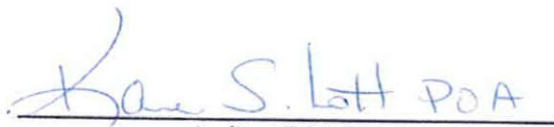
OII - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

for the premises located at **960 SCHILLINGER ROAD SOUTH STE A**, Mobile, Alabama.

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

August 20, 2024

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


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

August 6, 2024



REDDS DISCOUNT 10
960 SCHILLINGER ROAD SOUTH
UNIT A
MOBILE, AL 36695 USA
ACCOUNT NUMBER: 129555 TERRITORY 6

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1847818	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

08/06/2024 11:45AM SAVALIA G
041784-0001

BUSINESS LICENSE

BKS OF AL INC DBA REDDS DISCOUNT 10
129555
2024 Item: 1847818
ALCOHOL APPLICATION
FEE \$50.00

\$50.00

Subtotal \$50.00
Total \$50.00

CHECK \$50.00
Check Number 05532

Change due \$0.00

Paid by: BKS OF AL INC DBA REDDS
DISCOUNT 10



0	RECEIVED	05532
11-12-24		
DATE	CHECK NO	CHECK AMT
8-6-24	5532	\$50.00
Fifty and 00/100		
City of Mobile Revenue		Karen S. Lott
ALBONETZ BONDING		

Thank you for your payment

CUSTOMER COPY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240523145624585

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: \$300.00 County: \$300.00

Type License: State: County:

Trade Name: REDDS DISCOUNT 10

Filing Fee: \$50.00

Applicant: BKS OF AL INC

Transfer Fee:

Location Address: 960 SCHILLINGER RD S STE A MOBILE, AL 36695

Mailing Address:

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 03 Type Ownership: CORPORATION

Book, Page, or Document info: 399-961

Do you sell Draft Beer?:

Date Incorporated: 08/28/2017 State incorporated: AL County Incorporated: BALDWIN

Date of Authority: 08/28/2017

Federal Tax ID: 82-2717500

Alabama State Sales Tax ID: --

Name:	Title:	Date and Place of Birth:	Residence Address:
	PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: KAREN LOTT

Home Phone:

Business Phone:

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240523145624585

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: PALMETTO PLACE LLC

What is lessors primary business? RENTAL PROPERTIES

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 1600 Display Square Footage: 1200

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER License covers: OTHER

Number of licenses in the vicinity: 1 Nearest: 1

Nearest school: Nearest church: Nearest residence: 1 blocks

Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240523145624585

Initial each

KSL
KSL

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

KSL

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

XX

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

KSL

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

KSL

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

KSL

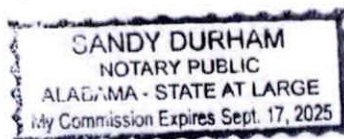
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Karen S. Lott POA

Signature of Applicant: Karen S. Lott POA

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240523145624585

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: STE A

List of Current Member

The following individual is the only member of: BKS of AL Inc

NAME: Brian Keith Saucier TITLE: President

Karen S. Lott POA
PRINTED NAME OF MEMBER

Karen S. Lott
SIGNATURE OF MEMBER

5-7-24
DATE



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
Mississippi Bureau of Investigation
Mississippi Criminal Information Center**

Brian Keith Saucier
Attn: Brian Keith Saucier

To Whom It May Concern:

The Mississippi Criminal Information Center (MCIC) of the Mississippi Bureau of Investigation (MBI) has completed the following fingerprint and/or name-based submission on the following:

SAUCIER, BRIAN KEITH

On September 22, 2022, the Mississippi Criminal Information Center (MCIC) conducted a fingerprint and/or name-based search for this individual. The search revealed **NO PRIOR ARREST** data at the MCIC.

On that same date, the MCIC conducted a search of the Mississippi Sex Offender Registry system. **NO REGISTRATION RECORD**

This criminal background check reflects information contained in the criminal history file of MCIC on the date it was prepared. If information is needed later, a new inquiry must be made.

Use of this information is subject to state and federal law and is limited to the purpose stated in the inquiry. Misuse is subject to criminal and civil penalty.

Respectfully,

K. WILLIAMS

Background and Special Processing Division

SPECIAL POWER OF ATTORNEY

I, Brian Keith Saucier, residing at 7048 US Highway 49, Hattiesburg, Mississippi 39402, hereby appoint Karen Lott of 7048 US Highway 49, Hattiesburg, Mississippi 39402, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

I hereby revoke any and all general powers of attorney and special powers of attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to my health care that previously have been signed by me.

My agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

1. Institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.

2. Manage, control, and operate the business known as:

BKS of AL Inc DBA Redd's 10 LLC
960 Schillinger Road S., Ste. A
Mobile, Alabama 36695.

This power shall include the power to: (i) make and carry out decisions regarding sales, purchases, employees, loans, and equipment, and (ii) take any action needed (at the discretion of my Agent) to operate the business.

3. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:

- a. Prepare, sign, and file income, gift and other tax returns of all kinds with federal, state, local, and other governmental bodies, and any power of attorney form appointing an agent required by the Internal Revenue Service and/or any state or local taxing authority.

- b. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

4. Act on my behalf with respect to the following matters:

- Enter into binding contracts on my behalf.
- Purchase, maintain, surrender, collect, or cancel (a) life insurance or annuities of any kind on my life or on the life of anyone in whom I have an insurable interest, (b) liability insurance protecting me and my estate against third party claims, (c) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI and Worker's Compensation; to designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I have an interest; to decrease coverage under or cancel any of these policies described above; to receive and make such disposition of the cash value on termination of any such policy as my Agent deems appropriate. However, my Agent shall have no power or authority whatsoever with respect to any interest in or incidents of ownership in any policy of insurance I may own on the life of my Agent.
- Employ professional and business advisors as may be appropriate, including attorneys, accountants, and real estate agents.
- Engage in all permit activity

I hereby grant to my Agent the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

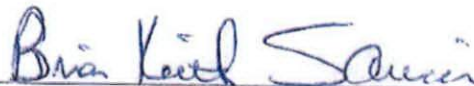
If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, but only if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated May 3rd, 2024, at Hattiesburg, Mississippi.


Brian Keith Saucier

Witness Signature:

Name:

City:

State:

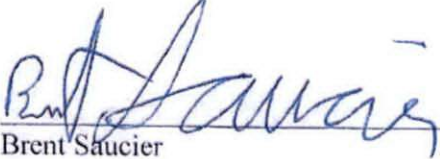

Damon Skipper
Hattiesburg
Mississippi

Witness Signature:

Name:

City:

State:


Brent Saucier
Hattiesburg
Mississippi

STATE OF MISSISSIPPI, COUNTY OF FORREST, ss:

The foregoing instrument was acknowledged before me this 3rd day of May, 2024 by Brian Keith Saucier, who is personally known to me or who has produced DL as identification.



Loretta Williams
Signature of person taking acknowledgment

LORETTA WILLIAMS
Name typed, printed, or stamped

STATE OF ALABAMA

**DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF FORMATION**

PURPOSE: In order to form a Business Corporation (formerly known as For-Profit Corporation) under Section 10A-1-3.05 and 10A-2-2.02 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the corporation's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Submit one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the corporation's registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00 and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is issued. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link -- you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your corporation will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the corporation (must contain the word "corporation" or "incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Title 10A-1-5.04):

BKS of AL, Inc.

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

This form was prepared by: (type name and full address)

Regina Walker
Chuhak & Tecson, P.C.

RECEIVED DATE

AUG 28 2017

DB Corp Cert of Formation - 6/2016

page 1 of 3
SECRETARY OF STATE
OFFICE

STATE OF ALABAMA, BALDWIN COUNTY
I, Tim Russell, Judge of Probate in and for said state and county, hereby certify that the within is a true and correct copy of
Articles of Incorporation
1151979
As it appears on record in my office.
Given under my hand this 28 day of August, 2017

Tim Russell Judge of Probate

BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
Filed/cert. 8/28/2017 12:44 PM
TOTAL \$ 60.00
4 Pages



(For County Probate Office Use Only)

(For SOS Office Use Only)

Alabama
Sec. Of State
New Entity
399-951 D/C
Date 8/28/2017
Time 14:15
170828 4 Pg
File \$100.00
Ackn 0.00
Exp 5.00
Total \$100.00
05/020

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

3. Street **(No PO Boxes)** address of principal office of the corporation: _____

Mailing address of principal office (if different from street address): _____

4. The name of the Registered Agent: Brian Keith Saucier

Street **(No PO Boxes)** address of Registered Agent: _____

Mailing address of Registered Agent (if different from street address): _____

5. Purpose for which corporation is formed: Management of convenience stores.

_____ the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2 of the Code of Alabama.

6. Number of Shares the corporation is authorized to issue: 10,000 Par Value None
(Par value is optional information and does not have to be completed.)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): Regina Walker

Street **(No PO Boxes)** address of Incorporator(s): _____

_____ Mailing address of Incorporator(s) - (if different from street address): _____

Attach a listing if more Incorporators need to be added.

9. Director's Name: Brian Keith Saucier

Street **(No PO Boxes)** address of Director: _____

_____ Mailing address of Director(s) - (if different from street address): _____

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

Director's Name: _____

Street (No PO Boxes) address of Director: _____

_____ Mailing address of Director(s) - (if different
from street address): _____

Director's Name: _____

Street (No PO Boxes) address of Director: _____

_____ Mailing address of Director(s) - (if different
from street address): _____

Attach listing if more Directors need to be added.

10. A director has no liability to the corporation or its shareholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the shareholders; (C) a violation of Section 10A-2-8.33; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its shareholders.

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

08 / 14 / 2017
Date (MM/DD/YYYY)


Signature as required by 10A-2-1.20

Regina Walker
Typed Name of Above Signature

Incorporator
Typed Title/Capacity to Sign under 10A-2-1.20

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

**pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:**

BKS of AL, Inc.

**This name reservation is for the exclusive use of Regina Walker, 30 S. Wacker
Drive, Suite 2600, Chicago, IL 60606 for a period of one year beginning August
02, 2017 and expiring August 02, 2018**

**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.**



RES767327

August 02, 2017

Date

J. H. Merrill

John H. Merrill

Secretary of State

Alabama
Sec. of State

New Entity	D/C
399-951	
Date	8/28/2017
Time	14:15
170828	4 Pg
File	\$100.00
Ackn	\$0.00
Exp	\$0.00

Total
05/020 \$100.00

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

Redd's Discount 10 LLC

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

3. The name of the registered agent (only one agent): Brian K Saucier

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):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-099-225	DLL
Date	09/14/2023
Time	09:42:00
File	\$100.00
County	\$100.00
Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 9 / 14 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 9 : 42 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

9 / 14 / 2023
Date (MM/DD/YYYY)

Brian K Saucier

Signature as required by 10A-5A-2.04

individual

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

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:

Redd's Discount 10 LLC

This name reservation is for the exclusive use of BKS of AL, Inc., 7048 US Hwy
49, Hattiesburg, MS 39402 for a period of one year beginning September 14, 2023
and expiring September 14, 2024



RES114545

**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.**

September 14, 2023

Date

A handwritten signature in black ink, appearing to read "Wes Allen", is written over a horizontal line.

Wes Allen

Secretary of State



Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0038

130991.799923.373071.16829 1 AB 0.403 530
[Barcode]
BKS OF AL INC

Notice	CP261
Notice date	October 30, 2017
Employer ID number	
To contact us	Phone 1-800-829-0115

Page 1 of 3

130991

We've accepted your S Corporation election

You will be treated as an S Corporation starting August 23, 2017

We've accepted your S Corporation election.
As a result, your tax year will end in December,
and you will be treated as an S Corporation
starting August 23, 2017.

What you need to do

You don't need to take any action.

Review this notice to understand some of your obligations and responsibilities as an S Corporation.

Continued on back...



BKS OF AL INC

Notice	CP261
Notice date	October 30, 2017
Employer ID number	

Contact information

If your address has changed, please call 1-800-829-0115 or visit www.irs.gov.
Please check here if you've included any correspondence. Write your Employer ID number (82-2717500) on any correspondence.

Primary Phone	Best time to call	Secondary Phone	Best time to call
	7 a.m. 7 p.m.		7 a.m. 7 p.m.

INTERNAL REVENUE SERVICE



822717500 NL 00 2 000000



2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BKS OF AL INC
DBA REDDS DISCOUNT 10

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS		01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

0



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Lot 2, Lot 3D and Lot 3E South Schillinger Commercial Park Resub of Lot 3 MBK 85/25 #Sec 25 T4S R3W

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by

BKS of AL., Inc.

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 15th day of July

20



Notary Printed Name

Notary Signature

LORETTA WILLIAMS

LORETTA WILLIAMS

Notary Stamp

Owner of Property (Print Name)

Johnathon Kangan
Palmetto Place LLC

Owner of Property (Signature)

[Signature]

Street Address

960 Schillinger Road S., Ste L

City, State, Zip

Mobile AL 36695

Date Agreement Signed

7-10-24

Applicant Name (Print Name)

Karen S. Lott

Applicant Name (Signature)

[Signature]

Street Address

960 Schillinger Road S., Ste A

City, State, Zip

Mobile AL 36695

Date Agreement Signed

7-15-24

**Information for Address: 960
Schillinger Rd S**[arch for New Address](#)**Parcel Owner / Mailing Address:**

Palmetto Place Llc
960 Schillingers Rd S, Ste # L
Mobile, Al 36695

Parcel Information:

Parcel: **R022707251000002.004 /
3016113**

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood
Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

4S3W25

Census Tract:

006409

Zipcode:

36695

--- Public Services ---**Garbage Pickup:**

(Tuesday West / Annex)

Trash Pickup:

(Friday North / 5-TD-13)

Fire District:

(Fire Station 26 Public Safety Complex)

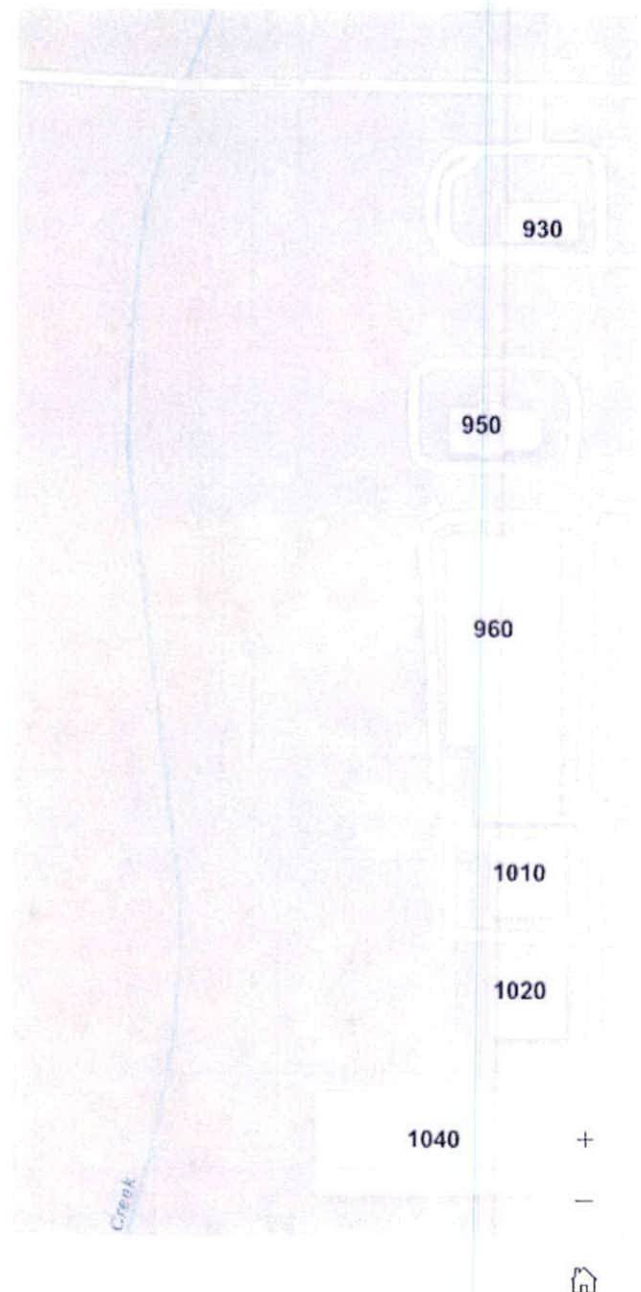
Police Precinct/Beat:

(Precinct 4 Beat 46A)

--- Political ---**City Council District:**

District: (6)

Leah Woods (251) 209-7441



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.

Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including.

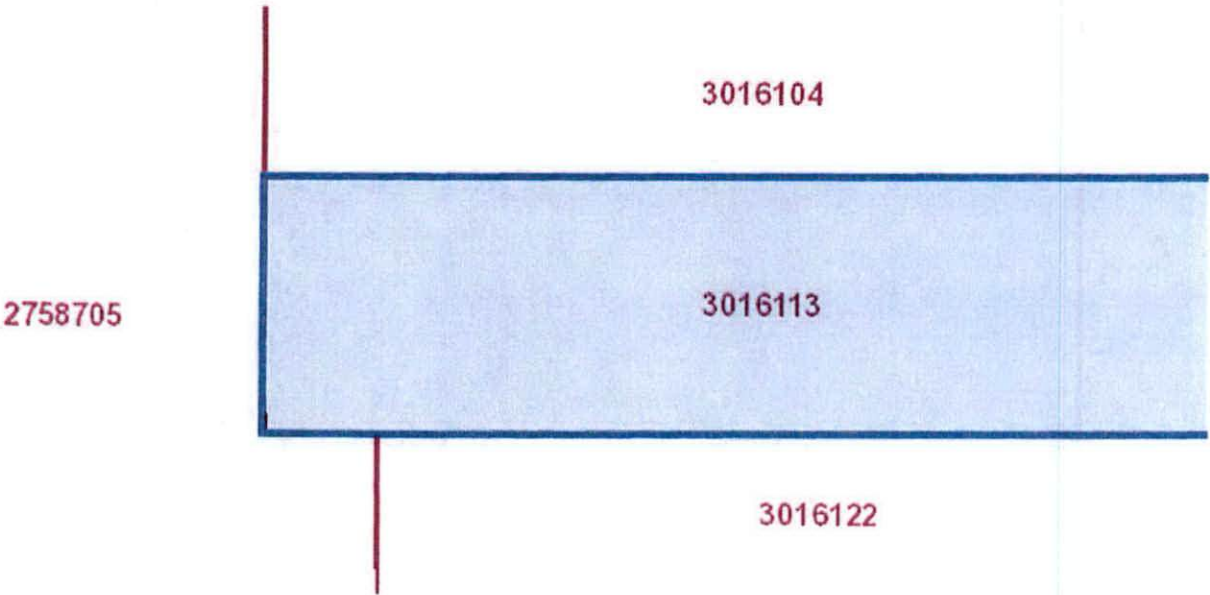
[Application Support](#)

Copyright: City of
Mobile, Alabama

Mobile County Property Search

Key Number: 3016113 For Year 2024

📍 Map



📄 Property Details

Account

Key Number: 3016113
Legal Description: LOT 2 SOUTH SCHILLINGER COMMERCIAL PARK RESUB OF LOT 3, RESUB OF LOTS 3B & 3C MBK 101/65 #SEC 25 T4S R3W #MP27 07 25 1 000
Parcel Number: 2707251000002004
Type: Real
Property Class: 2

Location

Address: SCHILLINGER RD S MOBILE, AL 36695

Owner

Name: PALMETTO PLACE LLC
Mailing Address: 960 SCHILLINGERS RD S, STE # L
MOBILE , AL 36695-8977

Exemptions: For privacy reasons not all exemptions are shown online.

📄 Property Values



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

OII - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

BKS OF AL INC

Trade Name (DBA)

REDD'S DISCOUNT 10

Location Address

960 SCHILLINGER ROAD SOUTH STE A

Application Number

2024 - 5671

Notice Post Date @ Location

08/06/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

August 20, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

PERMITTING LEASE AGREEMENT

BKS of AL, Inc. dba **Redd's Discount 10**, with an address of _____ hereinafter called "Lessee", desiring to lease the property located at **960 Schillinger Rd. S., Ste. A, Mobile, AL 36695**, the "Premises", from **Palmetto Place, LLC**, with an address of **960 Schillinger Rd. S. L, Mobile, AL 36695** hereinafter called "Lessor" for the purpose of operating a first-class business. Lessor, desiring to lease the Property to Lessee, agree as follows:

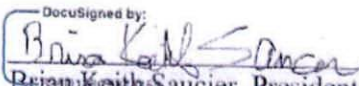
WITNESSETH:

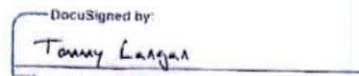
1. **Lease.** Lessor hereby leases to Lessee the premises located at **960 Schillinger Rd. S., Ste. A**, the City of **Mobile**, County of **Mobile**, in the State of **Alabama** 36695 more particularly described in Exhibit "A" attached hereto and made a part hereof, which premises are to be occupied for the purposes of operating a first-class business, retail store specializing in liquor, beer, wine, chewing tobacco, snuff tobacco, and tobacco cigarettes, among other related items and for no other or different purpose.
2. **Term.** The initial term of this Lease shall be Three Years (3) year, commencing on the 1st day of September 2023, and ending on the 31st day of August 2026
3. **Rent.** Rent shall be payable monthly, in advance, and shall be due on the first day of each month. The monthly rental for the initial term will be \$ 2479.17 per month.

Executed on this the 7th day of August, 2023.

LESSEE: BKS of AL, INC

LESSOR: Palmetto Place, LLC
960 Schillinger Rd. S. Ste. A
Mobile, AL 36695

By: 
Brian Keith Saucier, President

By: 
Thomas J. Langan, Manger



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

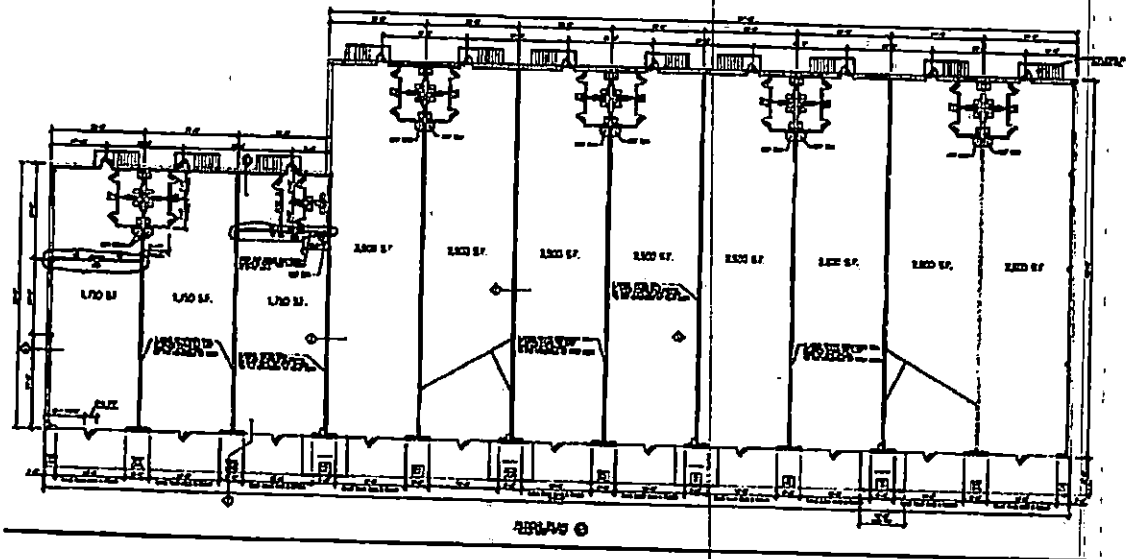
PLANNING & ZONING DEPARTMENT APPROVAL

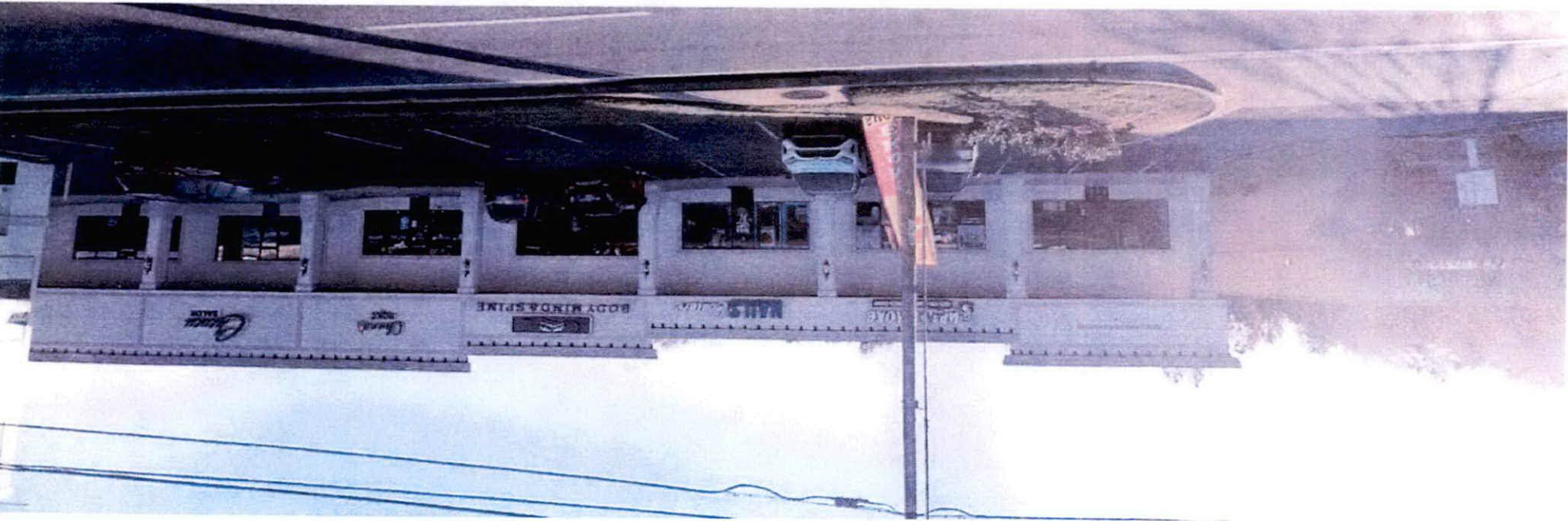
Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☒ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☒ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name BKS of AL., Inc.				Trade Name (DBA) Redd's Discount 10			
Company Physical Address (Street Address, Suite #) 960 Schillinger Road S., Ste A				City Mobile	State AL	Zip Code 36695	
Business Contact Person Information Name Karen S. Lott		Title Organizer	Phone	Email			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 1,750	Parking Provided 53	Parking Required 6	Compliance Yes		Zoning B-3	Approved Yes	
Comments							
Print Name Payton Rogers		Signature 			Date 8/6/2024		

EXHIBIT "A"

SITE PLAN









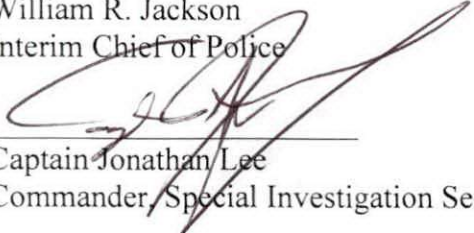
MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
INTERIM CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Interim Chief of Police

From: 
Captain Jonathan Lee
Commander, Special Investigation Section

Date: August 15, 2024

Re: Alcoholic Beverage License Application No. 5671
BKS OF AL INC
Redds Discount 10
960 Schillinger Road South Ste A
Mobile, AL 36695
Brain Saucier, owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that will be named BKS OF AL INC will be conducting business at Redds Discount 10 located on 960 Schillinger Road South Ste A. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my  recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE



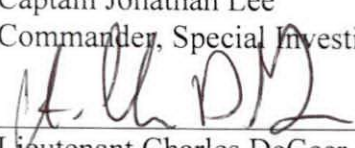
MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
INTERIM CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Jonathan Lee
Commander, Special Investigation Section

From: 
Lieutenant Charles DeGeer
Commander, Narcotics and Vice Unit

Date: August 15, 2024

Re: Alcoholic Beverage License Application No. 5671
BKS OF AL INC
Redds Discount 10
960 Schillinger Road South Ste A
Mobile, AL 36695
Brain Saucier, owner

I have reviewed the attached application submitted to me by CRO April Dunklin. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a business that will be named Redds Discount 10. The City of Mobile Revenue Department advised no taxes need to be paid and their business license is currently being applied for. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department has advised the location has not had a compliance check; therefore, the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

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

Type of application: SPECIAL RETAIL – MORE THAN 30 DAYS

Submitted by: DORIES INC.

Location: AZALEA CITY BAR AND GRILL
1000 Gaillard Drive
Mobile, AL 36608

Adopted:

Assistant City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/11/2021	NEW APPLICATION	2024 - 5666	129501	7	August 20, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

DORIES INC

Trade Name (DBA)

AZALEA CITY BAR AND GRILL

Location Address

1000 GAILLARD DRIVE

City, State, Zip Code

MOBILE AL 36608

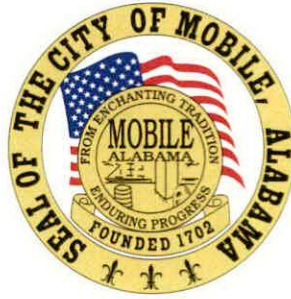
Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

ISAAC LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/11/2021	NEW APPLICATION	2024 - 5666	129501	7	August 20, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

DORIES INC

Trade Name (DBA)

AZALEA CITY BAR AND GRILL

Location Address

1000 GAILLARD DRIVE

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: August 9, 2024

Re: Application # 5666 / 1000 Gaillard Dr.

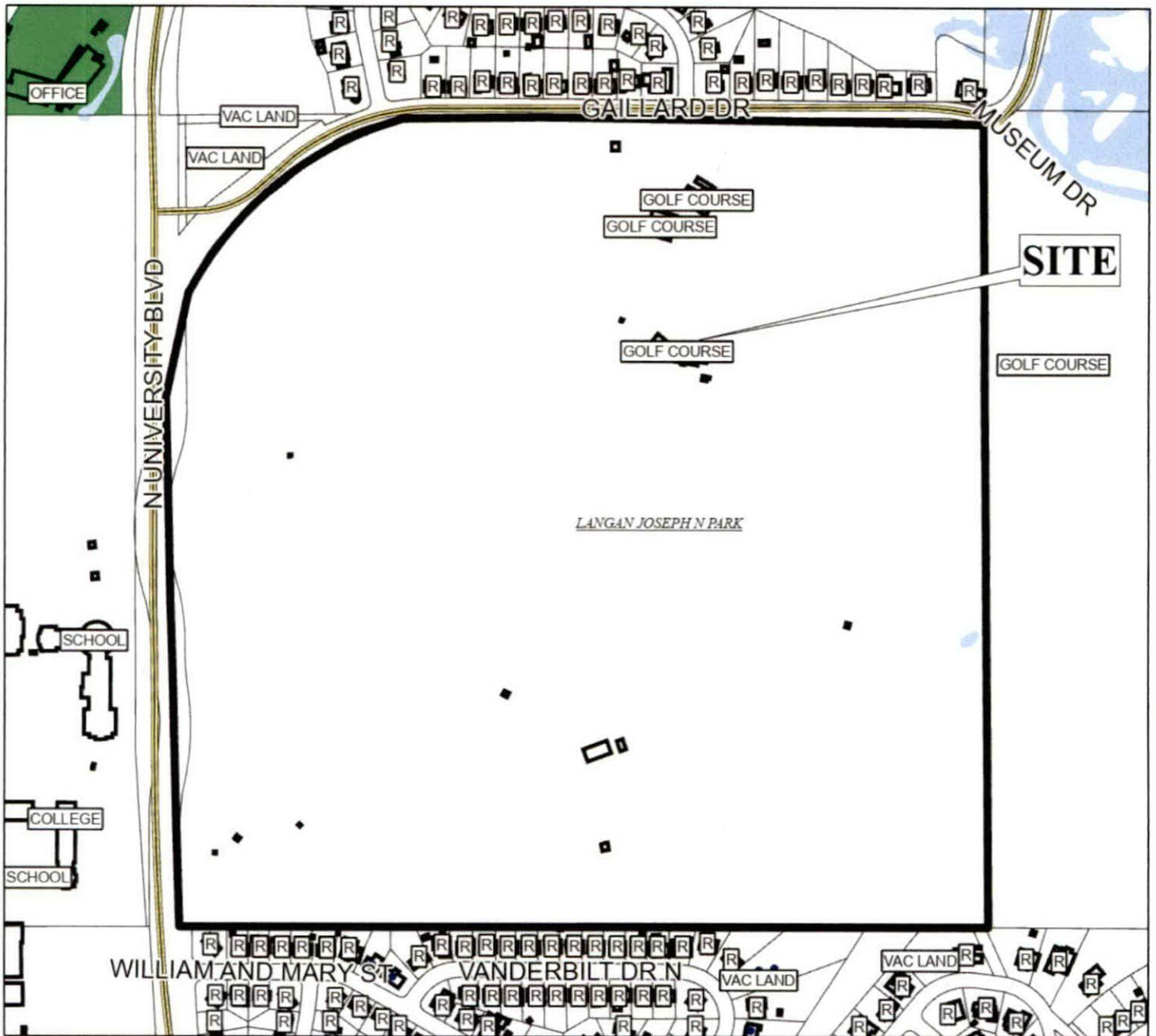
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1. This is to advise that a restaurant with special retail liquor sales is permitted as an accessory use to an existing golf course.

The site is located on city property, which is exempt from the parking requirements of the Unified Development Code.

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

The site is located in District # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5666 DATE 8/20/2024

APPLICANT DORIES INC

LOCATION 1000 GAILLARD DR

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/11/2021	NEW APPLICATION	2024 - 5666	129501	7	August 20, 2024

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

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

DORIES INC

Trade Name (DBA)

AZALEA CITY BAR AND GRILL

Location Address

1000 GAILLARD DRIVE

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
M DORIE COURTNEY	PRESIDENT	NO		

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

What is/was the start date of this business? 08/08/2024

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

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 03/11/2021	Application Type NEW APPLICATION	Application Number 2024 - 5666	License Account # 129501	Council District 7	Council Agenda Date August 20, 2024
License Type Applied for with Alabama ABC Board 160 - SPECIAL RETAIL - MORE THAN 30 DAYS			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name DORIES INC			Trade Name (DBA) AZALEA CITY BAR AND GRILL		
Business Structure Type CORP - CORPORATION		Incorporation Date 03/03/2021	SOS Entity ID 000-838-498	State AL	County MOBILE
Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number			
Physical Address (Street Address, Suite #) 1000 GAILLARD DRIVE			City MOBILE	State AL	Zip Code 36608
Mailing Address (Street Address, Suite #, PO Box)			City MOBILE	State AL	Zip Code 36605
Primary Business Activity at the Location Explain (other) RESTAURANT & GOLF COURSE			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name M DORIE COURTNEY	Title PRESIDENT	POA NO	Phone (1)	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name CITY OF MOBILE			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 205 GOVERNMENT STREET			City MOBILE	State AL	Zip Code 36602
Bldg Square Footage 3,216	Bldg Seating Capacity 134	Restroom Facilities YES	Patio Area YES	Structure Type ONE STORY	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle) COURTNEY, MARTHA DORIE R			Title PRESIDENT	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)			City MOBILE	State AL	Zip Code 36605
Date of Birth 1	Place of Birth (City, State, Nation)		Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle) N/A			Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)			City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) N/A			Title	Date of Birth	Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)			City	State	Zip Code
					Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

ABC Application 2

Applicant/POA Initials, MOC

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

MOC

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

MOC

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

MOC

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

MOC

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

MOC

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

MOC

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

MOC

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

Owner/Applicant/POA Printed Name

Date of Application Signature

Martha Dorie Courtney

8/8/24

Owner/Applicant/POA Signature

Title of Person Signing this Application

Martha Dorie Courtney

owner

Sworn to and subscribed before me this 8th day of August 20 24

Notary Person Printed Name

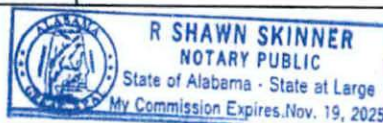
Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



Signature Page

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

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

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

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

DORIES INC

dba **AZALEA CITY BAR AND GRILL**

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

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

for the premises located at **1000 GAILLARD DRIVE**, Mobile, Alabama.

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

August 20, 2024

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



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

August 6, 2024



AZALEA CITY BAR & GRILL

1000 GAILLARD DRIVE

MOBILE, AL 36608 USA

ACCOUNT NUMBER: TERRITORY 7

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1847838	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

08/08/2024 08:54AM NICKOL H.
041825-0002

BUSINESS LICENSE

AZALEA CITY BAR AND GRILL
129501

2024 Item: 1847838

ALCOHOL APPLICATION

FEE

Principal	\$50.00
Interest	\$0.00

\$50.00

Subtotal	\$50.00
Total	\$50.00

CHECK	\$50.00
Check Number 1059	

Change due	\$0.00
------------	--------

Paid by: AZALEA CITY BAR AND GRILL



CITY OF MOBILE COPY		1059	
AZALEA CITY BAR AND GRILL		8/8/24	
Pay To The Order Of	City of Mobile Revenue		
Amount	\$ 50.00		
Mark	129501		
Signature: [Handwritten Signature]			

Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: **20240805092909250**

Type License: **160 - SPECIAL RETAIL - MORE THAN 30 DAYS** State: **\$250.00** County: **\$250.00**

Type License:

State: County:

Trade Name: **AZALEA CITY BAR AND GRILL**

Filing Fee: **\$50.00**

Applicant: **DORIES INC**

Transfer Fee:

Location Address: **1000 GAILLARD DR MOBILE, AL 36608**

Mailing Address:

County: **MOBILE** Tobacco sales: **NO**

Tobacco Vending Machines:

Product Type:

Type Ownership: **CORPORATION**

Book, Page, or Document info: **000-838-498**

Do you sell Draft Beer?:

Date Incorporated: **03/03/2021** State incorporated: **AL** County Incorporated: **MOBILE**

Date of Authority: **03/03/2021**

Federal Tax ID:

Alabama State Sales Tax ID:

Name:

Title:

Date and Place of Birth:

Residence Address:

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? **YES**

Does ABC have any actions pending against the current licensee? **NO**

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? **NO**

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? **NO**

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? **YES**

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? **NO**

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? **NO**

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? **NO**

Contact Person: **DORIE COURTNEY**

Business Phone:

Fax:

Home Phone:

Cell Phone:

E-mail:

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240805092909250

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE
What is lessors primary business? CITY GOVERNMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3216 Display Square Footage:
Building seating capacity: 134 Does Licensed premises include a patio area? YES
License Structure: ONE STORY License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240805092909250

Initial each

MDC
MDC

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

MDC

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

XXXXXX

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

MDC

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XXXXXXX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

MDC

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

MDC

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

MDC

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Martha Dorie Courtney

Signature of Applicant: Martha Dorie Courtney

Notary Name (print):

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Notary Signature:

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240805092909250

**Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY**

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less? NO

More than 30 days? YES

Franchisee or Concessionaire of above? NO

Other valid responsible organization: NO

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

March 4th, 2024

Dear Ms. Courtney,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation
Thirteen

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

NAME: COURTNEY, MARTHA DORIE

ABI RESULT: NON-IDENT

CERTIFIED COPY
OF ALEA DOCUMENT

STATE OF ALABAMA

**DOMESTIC BUSINESS CORPORATION
AMENDMENT TO CERTIFICATE OF INCORPORATION**

PURPOSE: In order to amend a Business Corporation's Certificate of Incorporation under Section 10A-2A-10.06 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Corporation:

Dorle's Landscaping, Inc

2. The date the Certificate of Incorporation was filed: 03 / 03 / 2021 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): _____ **TO OBTAIN ID NUMBER**, go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

4. The titles, dates, and places of filing of any previous amendments: _____

(For SOS Use Only)

Alabama
Sec. Of State

D/C

Date 02/03/2023
Time 20:45:23

DOMESTIC BUSINESS CORPORATION AMENDMENT

5. The following amendment was adopted on 02 / 03 / 2023 (format MM/DD/YYYY):

See attached

☐ Additional Amendments and the dates on which they were adopted are attached.

*Be very specific about what must be changed if you are amending existing information.

*If the amendment includes a name change, a copy of the Name Reservation Certificate issued by the Office of Secretary of State must be attached.

*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). Agent information will NOT be changed with an amendment.

*Any instrument not ascertainable by information contained within the filing instrument must be attached pursuant to 10A-2A-10.06(a)(5)(3).

Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.

6. ☐ The board of directors without stockholder action approved the Amendment. Stockholder action was not required.
7. ☒ The stockholders approved the Amendment. The total number of votes entitled to be cast was _____ (information is required for item a or b). Complete one of the following:
- a. The total number of votes cast for amendment was 1000 and the total number of votes cast against amendment was 0.
- b. The total number of undisputed votes cast for amendment was _____ which was a sufficient number of votes to approve amendment.
8. ☐ Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

02 / 03 / 2023
Date (MM/DD/YYYY)

Martha D Courtney
Signature as required by 10A-2A-1.20
President

Title/Capacity to Sign under 10A-5A-2.04

Amendment Details

Entity Info	
Current Entity Name Dorie's Inc.	Entity ID
Type Business Corporation	Formation Date 2021-03-03
Legal Name	
Original	Amended
Legal Name Dorie's Landscaping, Inc	Legal Name Dorie's Inc.
Principal Address	
Original	Amended
Physical Address	Physical Address
Mailing Address	Mailing Address

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:**

Dorie's Inc.

**This name reservation is for the exclusive use of Alison Richardson, 800 Hillcrest
Rd, Building 6, Mobile, AL 36695 for a period of one year beginning 02/03/2023
and expiring 02/03/2024**



071359

**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.**

02/03/2023

Date

Wes Allen

Wes Allen

Secretary of State



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-03-2021

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

DORIES LANDSCAPING INC
& MARTHA COURTNEY

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-2396992. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

DORIES INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011674437	01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722320

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Azalea City Golf Course
1000 Joe Gaillard Dr Mobile AL 36608
Parcel ID 00512779
4 South Range 2 West Section 15 (452W15)

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by Dorie's INC.

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this _____ day of _____ 20____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
---------------------	------------------	--------------------------------

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

City, State, Zip

City, State, Zip

Date Agreement Signed

Date Agreement Signed

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of MOBILE, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

Azalea City Golf Course
1000 Joe Gaillard Drive, Mobile AL 36608
Parcel ID 00512779
4 South Range 2 West Section 15 (4S2W15)

The above described property is () owned, () leased, () sub-leased, or otherwise surrendered to Dorie's Inc. who has applied for an **Alabama Alcoholic Beverage License** at the above location.

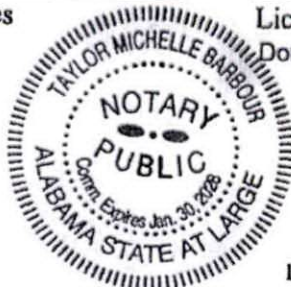
Sworn to and subscribed before me this 28 day of March, 20 24 ATTEST



City Clerk

Notary Public

Jan 30, 2028
My Commission Expires



Property Owner
William S. Stimpson, Mayor

Date

4/24/24

Licensee
Dorie's Inc.

Date

3/28/24

**AGREEMENT ALLOWING THE CITY OF MOBILE TO
POST PUBLIC NOTICE SIGN ON PROPERTY**

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

4/24/24
Date

W. Stimpson
Owner of Property (Signature)

ATTEST [Signature]
City Clerk



William S Stimpson, Mayor
Print Name of Property Owner

205 Government St
Address

Mobile, AL 36644

City State Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

3/28/24
Date

[Signature]
Applicant's Signature

DORIE COURTNEY
Print Name of Applicant

Address

City State Zip

Information for Address: 1000
Gaillard Dr

[arch for New Addr](#)

Parcel Owner / Mailing Address:

Mobile City Of
205 Government Plaza
Office Of City Clerk
Mobile, AL 36644

Parcel Information:

Parcel: **R022805152000001.000 / 512779**

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood
Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

4S2W15

Census Tract:

003501

Zipcode:

36608

--- Public Services ---

Garbage Pickup:

Address is not receive City of Mobile
garbage pickup

Trash Pickup:

(Friday North / 5-TD-12)

Fire District:

(Fire Station 18 Springhill)

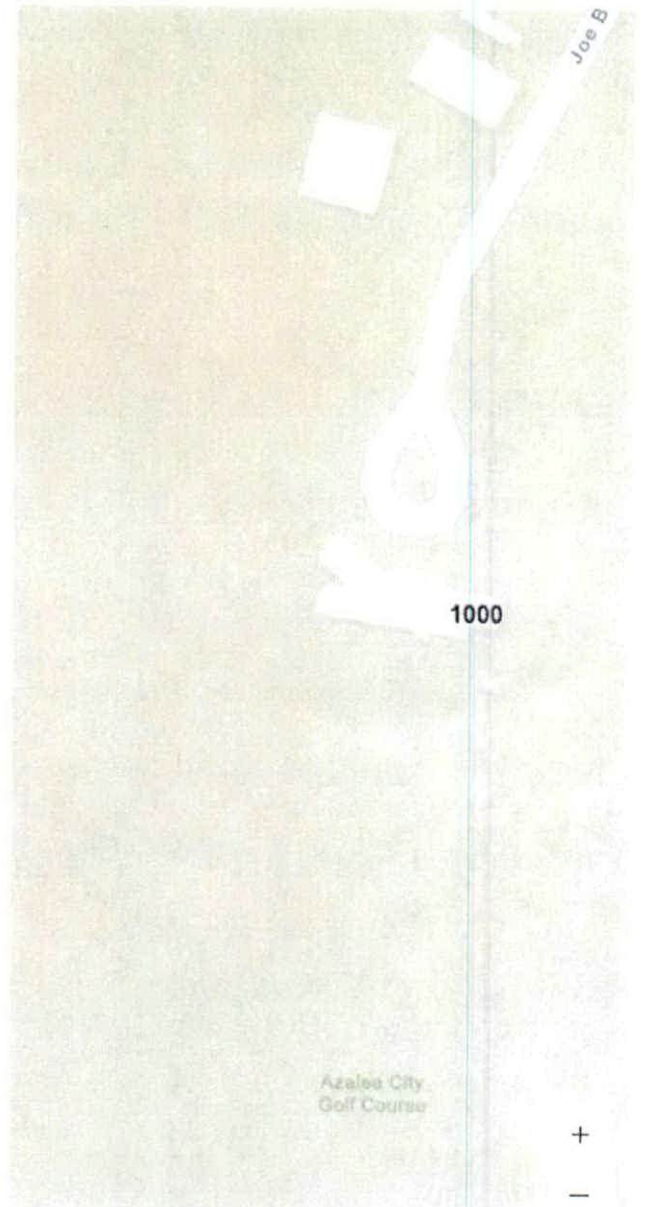
Police Precinct/Beat:

(Precinct 4 Beat 40)

--- Political ---

City Council District:

District: (7)



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.

Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including.

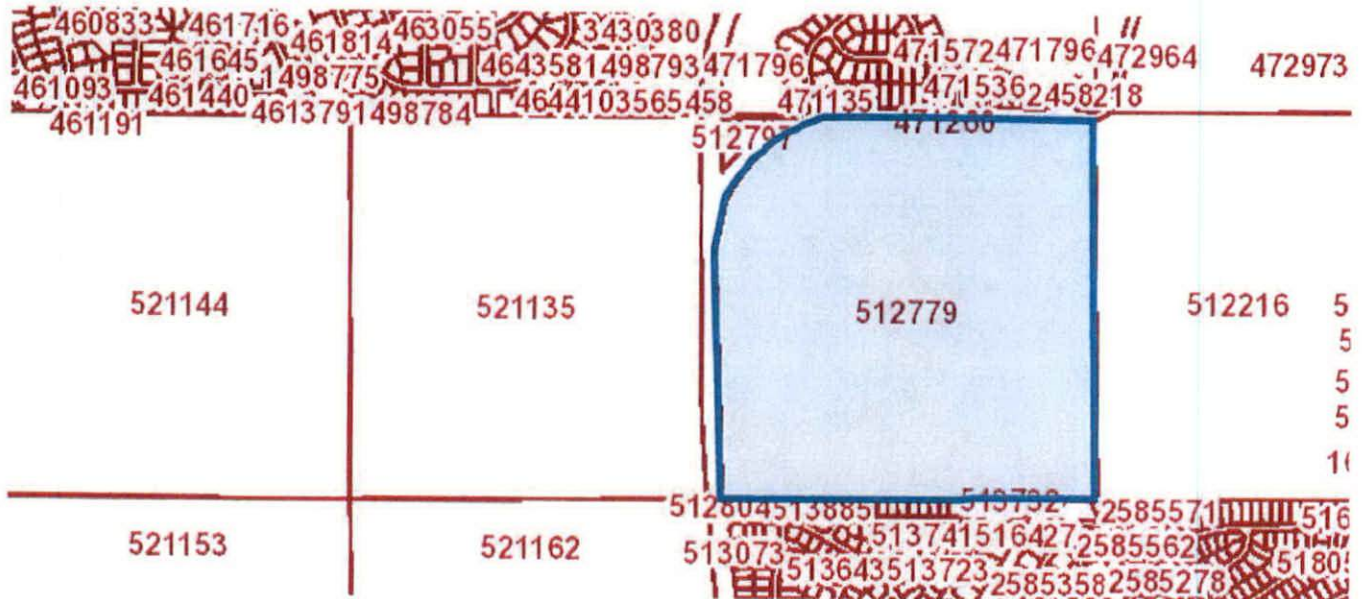
[Application Support](#)

Copyright: City of
Mobile 2024

Mobile County Property Search

Key Number: 512779 For Year 2024

Map



Property Details

Account

Key Number: 512779

Legal Description: THE NW 1/4 OF SEC 15 T4S R2 W LYING S & E OF UNIVERSITY BLVD EXEMPT CITY OF MOBILE #SEC 15 T4S R2W #MP28 05 15 2 000

Parcel Number: 2805152000001XXX

Type: Real

Property Class: 2

Location

Address: 1 JOE BARBATO DR MOBILE, AL

Owner

Name: CITY OF MOBILE

Mailing Address: PO BOX 1827

MOBILE , AL 36633-1827

Exemptions: OTH - OTHER EXEMPTION. COMPLETELY EXEMPT
For privacy reasons not all exemptions are shown online.



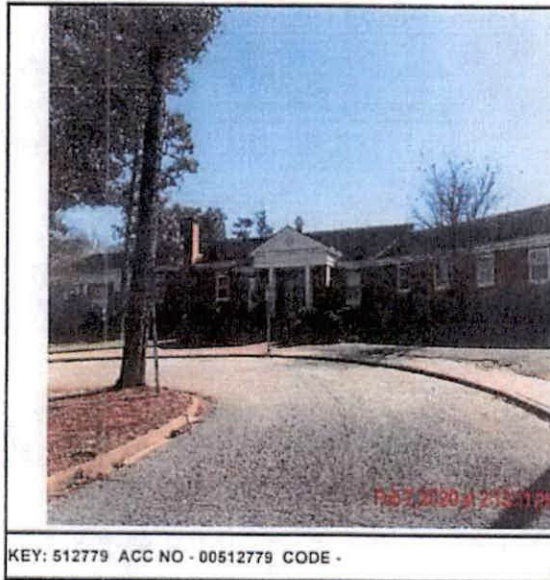
REVENUE COMMISSIONER
PROPERTY RECORD CARD - 2024

P. O. BOX 1169
MOBILE AL 36633-1169
Tel: 251-574-8545
Printed On: 6/17/2024

Parcel 28 05 15 2 000 001.XXX
Land Use 51 - COMMERCIAL
Nbh MUNI 14 MOBILE PROPER
Mun. 14 LF: 0% BF: 0%
Assmt. 2
Cycle/Dt. 1 10/12/2022
Zoning/C
Terr 1

Current Owners:
CITY OF MOBILE
OFFICE OF CITY CLERK

PO BOX 1827,
MOBILE, AL 36633-1827
0-0
Last Modified: 10/12/2022



Land Value	\$13,275,800.00
CU Deactivated	\$0.00
Bldg 1	\$635,600.00
Bldg 2	\$66,800.00
Bldg 3	\$211,100.00
Bldg 4	\$117,800.00
MISCIMP-1	\$26,800.00
MISCIMP-2	\$133,800.00
MISCIMP-3	\$304,500.00
MISCIMP-4	\$6,200.00
MISCIMP-5	\$42,100.00
MISCIMP-6	\$7,500.00
MISCIMP-7	\$1,515,100.00

Total Appr. Value \$16,343,100.00
Total Living Area: 22426 sqft.

Property Address:
1 JOE BARBATO DR
MOBILE AL

[Edit](#)

KEY: 512779 ACC NO - 00512779 CODE -

CODE	CLS	LAND USE	ACTUAL FRONTAGE	EFFECTIVE FRONTAGE	EFFECTIVE DEPTH	UNIT PRICE	DEPTH FACTOR	ACTUAL INFLUENCE	MARKET VALUE	CU	CU
MT/51	[UNDEVELOPE]	2 51 COMMERCIAL	156.6463	ACRES	67800	1	8.25	125%	\$13,275,800.00	-0	add

CALC ACREAGE: 156.646 LEGAL ACREAGE: 155.000 TOTAL ACRES: 156.646

Rollback/Homesite/Miscellaneous

Legal Description

SUB DIVISION1:
SUB DIVISION2:

MAP BOOK: PAGE:
MAP BOOK: PAGE:

PRIMARY BLOCK:
PRIMARY LOT:

SECONDARY BLOCK:
SECONDARY LOT:

CONDO NAME:

CONDO BOOK: PAGE: Units:

METES AND BOUNDS: THE NW 1/4 OF SEC 15 T4S R2W LYING S & E OF UNIVERSITY BLVD EXEMPT CITY OF MOBILE #SEC 15 T4S R2W #MP28 05 15 2 000

Sales Information [New Sale](#)

No Sales Information on Record

Notes

7/6/2008 MIGRATION
7/6/2008 MIGRATION
7/6/2008 MIGRATION

LANGAN PARK
MUNICIPAL GOLFCOURSE
EXEMPTCITY OF MOBILE



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

DORIES INC

Trade Name (DBA)

AZALEA CITY BAR AND GRILL

Location Address

1000 GAILLARD DRIVE

Application Number

2024 - 5666

Notice Post Date @ Location

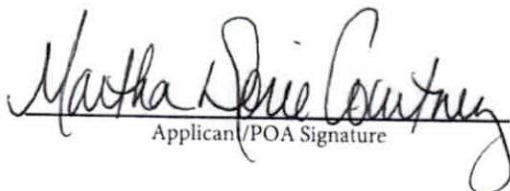
03/11/2021

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

August 20, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature



Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.



AGREEMENT
CONCESSION SERVICES - AZALEA CITY GOLF COURSE
CITY OF MOBILE, ALABAMA

This Agreement made and entered into this 16 day of April, 2024, by and between the City of Mobile, a municipal corporation (hereinafter called "City"), acting by and through its Mayor and City Council, and Dorie's Inc., d/b/a Azalea City Golf Course Grill (hereinafter called "Vendor");

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties do mutually agree as follows:

I GENERAL TERMS AND CONDITIONS

This Agreement shall be effective beginning April 1, 2024 and shall continue until March 30, 2027. The period of time from the beginning of the contract to its conclusion shall be called the "Term". During the Term the Vendor shall have the exclusive right to operate a quality food and beverage concession in the concession facility located in the Clubhouse at the Azalea City Golf Course, 1000 Gaillard Drive, Mobile, Alabama. Vendor shall have no right to perform any services, sell any merchandise, or engage in any business or commercial activity at the Azalea City Golf Course that is not specifically granted under the provisions of this Agreement. Subject to the provisions stated elsewhere in this Agreement, the Vendor shall have the right and duty to:

- a) Use and occupy the facility (the "facility" is defined as the dining area, cooking area, serving area, meeting room, and patio) necessary for its operation during the Term, to include using Vendor's business name for branding of the concession operations. Vendor may use the facility for private functions only with the prior approval of the City, and may not hold private functions in the main dining room on Fridays or Saturdays.
- b) Acquire, prepare, dispense and sell at the facility and on the golf course high quality food, refreshments, snacks, and beverages in an attractive setting for patrons.
- c) Make all minor repairs and maintenance incurred in the normal scope of operations. Such maintenance will include keeping the facility and equipment clean, and cleaning of the grease trap. Vendor shall provide all supplies and equipment necessary for such maintenance.
- d) Comply with food and beverage service regulations, to include compliance with all Mobile County Health Department inspection requirements and the attainment of inspection scores consistent with those of similar high quality food service establishments.

II FEES AND FINANCIAL TERMS

- a) The Vendor shall pay the City Eight Hundred (\$800.00) Dollars per month for the term of this Agreement. In addition to said fees, the Vendor shall pay the City an amount equal to four percent (4%) of the Gross Revenues exceeding Twenty Thousand Dollars (\$20,000.00) derived from the sale food and beverages (excluding sales taxes collected or any pass-through service fee collected) in each and every calendar month of the contract term.
- b) The City may elect to refund or credit to Vendor the \$800.00 monthly fee for any month for which the City closes the Azalea City Golf Course more than 10 calendar days.

XXXVI. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this the date indicated above.

Dorie Courtney
VENDOR, Dorie's Inc. d/b/a Azalea City Golf Course Grill

Date

3/28/24

By Its

owner
Title

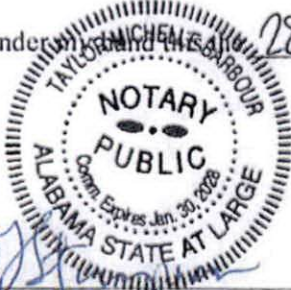
ACKNOWLEDGEMENT

The State of Alabama }
Mobile County }

I, Taylor M. Barbours, a Notary Public, in and for said County in said State, hereby certify that Dorie Courtney whose name as owner of the INC, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and the seal of said County, this 28 day of March, 2024

(Seal)



Taylor M. Barbours
Notary Public

Date

4/18/24

WJH
CITY OF MOBILE
A Municipal Corporation

By Its Mayor

ATTEST:

Lisa C. Lambert
City Clerk



Date

4-18-2024

Exhibit 1: Appliance and Equipment
2: Evidence of Insurance



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel Lounge/Bar ☐ Package Store ☒ Restaurant ☒ Other <i>GOLF COURSE</i>	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☒ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Dorie's INC				Trade Name (DBA) Azalea City Bar & Grill			
Company Physical Address (Street Address, Suite #) 1000 Gaillard Dr				City Mobile	State AL	Zip Code 36608	
Business Contact Person Information							
Name Martha Dorie Courtney		Title owner		Phone -		Email -	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 1600	Parking Provided 152	Parking Required 6	Compliance ☒	Zoning R-1	Approved ☒		
Comments ACCESSORY USE TO GOLF COURSE							
Print Name CALDWELL C. WHISTLER		Signature <i>Caldwell C. Whistler</i>			Date 7-2-2024		

Skinner, Shawn

From: Williams, Elkie
Sent: Tuesday, July 2, 2024 11:17 AM
To: Anderson, Logan; Green, Tiffany; Rogers, Payton; Square, Emma; Taylor, Jackson; Whistler, Caldwell CW; York, Marie
Cc: Skinner, Shawn
Subject: CALDWELL FW: ABC & ZONING APPROVAL REQUEST
Attachments: AZALEA CITY.pdf
Importance: High

CALDWELL,

Please see the attached ABC/ZC approval request. Thank you.

Best Regards,
Elkie Williams
Secretary I
Planning & Zoning

elkie.williams@cityofmobile.org
(251) 208-5895 | MAIN



The Planning & Zoning office hours are: **Monday, Tuesday, Thursday, and Friday 8am to 3pm and Wednesday 8am to 1pm.** Also, we can be reached at: Planning@CityofMobile.Org.

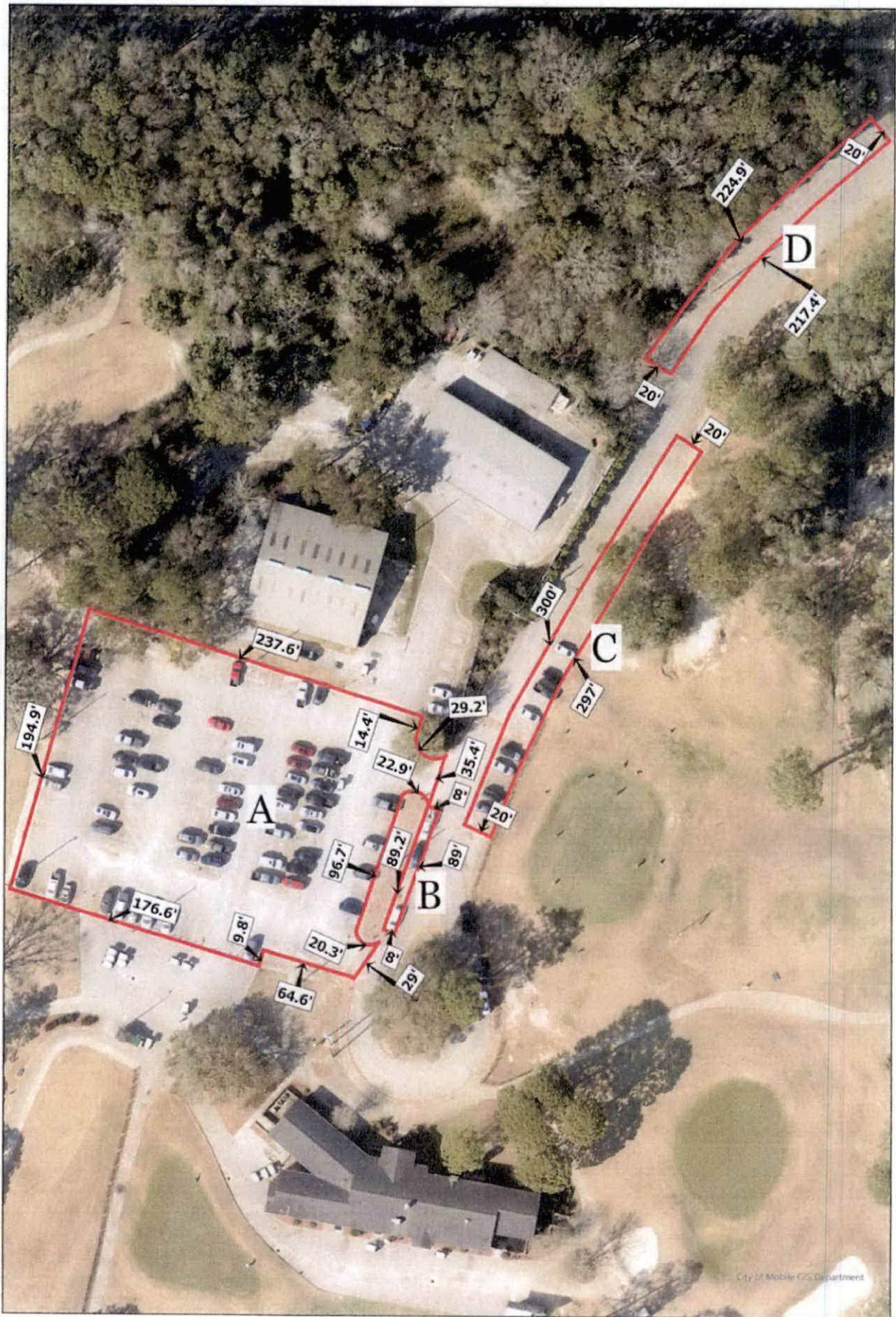
UPCOMING HOLIDAYS:

- **INDEPENDENCE DAY – THURSDAY, JULY 4, 2024** 🇺🇸 🇺🇸 🇺🇸 🇺🇸 🇺🇸 🇺🇸 🇺🇸

From: >org>
Sent: Tuesday, July 2, 2024 10:55 AM
To: Planning <planning@cityofmobile.org>
Subject: ABC & ZONING APPROVAL REQUEST

See attached

Alcohol to be sold at restaurant and on golf course



Azalea City Golf Course
Parking Area

Lot	Square Feet	Parking Spots
A	45,325	101
B	713	4
C	5,970	28
D	4,423	19

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor William S. Stimpson*

WHEREAS, *Mayor Stimpson wishes to appropriate **\$2,500.00** to DTO Foundation (Delta Theta Omega Chapter Foundation of Alpha Kappa Alpha Sorority, Inc.), from his discretionary funds;* and

WHEREAS, DTO Foundation (Delta Theta Omega Chapter Foundation of Alpha Kappa Alpha Sorority, Inc.) is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to DTO Foundation (Delta Theta Omega Chapter Foundation of Alpha Kappa Alpha Sorority, Inc.), *will be used to assist with the 92nd South Eastern Conference Regional Conference of Alpha Kappa Alpha, Inc.,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2,500.00** to DTO Foundation (Delta Theta Omega Chapter Foundation of Alpha Kappa Alpha Sorority, Inc.), for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*
Councilmember CJ Small
Councilmember Ben Reynolds
Councilmember Josh Woods

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,500.00, Councilmember Small wishes to appropriate \$1,500.00, Councilmember Reynolds wishes to appropriate \$1,500.00, and Councilmember Woods wishes to appropriate \$1,500.00, (Total: \$6,000.00) to Mobile Law Enforcement Foundation, Inc., Inc. from his discretionary funds; and*

WHEREAS, Mobile Law Enforcement Foundation, Inc., Inc. is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Law Enforcement Foundation, Inc., Inc. *will be used to assist with the 2024 Annual Luncheon in November*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$6,000.00 to Mobile Law Enforcement Foundation, Inc. , Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate \$500.00 to St. Stephens Road Love Ministries from his discretionary funds; and*

WHEREAS, St. Stephens Road Love Ministries is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to St. Stephens Road Love Ministries will *be used to assist with the back-to-school event on July 27, 2024, at Figures Park,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to St. Stephens Road Love Ministries, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,500.00 to Florence Howard Elementary School, from his discretionary funds; and*

WHEREAS, *Florence Howard Elementary School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

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

WHEREAS, the Mobile City Council determines that this appropriation to *Florence Howard Elementary School will be used to assist with restocking the uniform closet for students that are most in need*, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Florence Howard Elementary School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,500.00 to Calloway-Smith Middle School, from his discretionary funds; and*

WHEREAS, *Calloway-Smith Middle School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

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

WHEREAS, the Mobile City Council determines that this appropriation to *Calloway-Smith Middle School will be used to assist with restocking the uniform closet for students that are most in need*, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Calloway-Smith Middle School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$2,000.00 to Loaves and Fish Community Ministries, Inc. from his discretionary funds; and*

WHEREAS, Loaves and Fish Community Ministries, Inc. is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Loaves and Fish Community Ministries, Inc. *will be used to assist with the purchase of uniforms and operational expenses*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2,000.00 to Loaves and Fish Community Ministries, Inc. , for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate \$700.00 to Maitre Park Athletic Association from his discretionary funds; and*

WHEREAS, Maitre Park Athletic Association is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Maitre Park Athletic Association will *be used to assist with a one-year membership for two youth*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$700.00 to Maitre Park Athletic Association, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Ben Reynolds*

WHEREAS, *Councilmember Reyn* wishes to appropriate **\$5,530.00** to *Crestview Community Patrol, Inc.*, from their discretionary funds; and

WHEREAS, *Crestview Community Patrol, Inc.*, is a non-profit corporation operating in Alabama and providing a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to *Crestview Community Patrol, Inc.*, *will be used to assist with revitalizing the Highway 90 Corridor.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$5,530.00 to Crestview Community Patrol, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to appropriate \$500.00, to Community of Mobile, Inc., Inc. from his discretionary funds; and*

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

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

WHEREAS, the Mobile City Council determines that this appropriation to Community of Mobile, Inc., Inc. will *be used to assist with the Underpass Project*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to Community of Mobile, Inc. , Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$7,000.00 to Sugar Creek Homeowners Association, Inc., from his discretionary funds; and*

WHEREAS, Sugar Creek Homeowners Association, Inc., is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Sugar Creek Homeowners Association, Inc., *will be used to assist with the beautification project, to improve the Crystal entrance to the neighborhood through the construction of a new brick entrance marker, landscaping, and irrigation.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$7,000.00 to Sugar Creek Homeowners Association, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

- **August 2024 – Trevor Taite (Employee # 14187)**
Public Works (Facilities Maintenance)

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

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5057

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Westside Park - Parking & ADA Improvements

CAPITAL PROJECT #: C0790 (20002000-48010)

CONTRACT AMOUNT: \$260,000.00 DATE OF RECEIPT: 8/15/2024

ARCHITECTURAL ENGINEERING PROJECT #: PR-009-23

PROJECT DESCRIPTION: Providing and installing accessible sidewalks and parking to include ADA compliance.

VENDOR NAME: Parten Smith, Inc.

VENDOR NUMBER: 296459

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services
Construction (Unit Price)* **Construction**** ROW (Acquisitions)

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special

rate _____

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

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

Prepared by: Emma Dean – Office Assistant I

Date: 08/08/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Josh Woods

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

Name of Company: Parten Smith, Inc.

Project Name: CIP Westside Park - Parking & ADA Improvements

Project Number: PR-009-23

Amount: \$260,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **CIP Westside Park - Parking & ADA Improvements**

CAPITAL PROJECT #: **C0790 (20002000-48010)**

CONTRACT AMOUNT: **\$260,000.00** DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: **PR-009-23**

PROJECT DESCRIPTION: **Providing and installing accessible sidewalks and parking to include ADA compliance.**

VENDOR NAME: **Parten Smith, Inc.**

VENDOR NUMBER: **296459**

DEPT #: **3032** DEPT NAME: **ARCHITECTURAL ENGINEERING**

CONTRACT ADMINISTRATOR: **CASSIE BOATWRIGHT** (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: **Emma Dean** – Office Assistant I Date: **08/08/2024**



08.07.2024

To Whom It May Concern:

Attached to this memo is an agreement between the West Side Park and the City of Mobile, enabling PARTEN SMITH INC to accept and receive CIP funds in the amount of \$260,000.00 from the City to Parking & Accessibility Upgrades for the project titled "West Side Park - Parking & Accessibility Upgrades."

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2023
District:	

We look forward to continued communication on this important CIP-funded project. Please call me with questions at 251-208-7635 or email me at shannon.mcintyre@cityofmobile.org.

Respectfully,

McIntyre, Shannon

251-208-7635

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Parten Smith, Inc.
P.O. Box 189
St. Elmo, AL 36568
City of Mobile Business License Number: 112160
Secretary of State Registration Number: 000-290-106

for the following Project:
(Name, location and detailed description)

Westside Park Parking & Ada Improvements
7600 Hitt Road
Mobile, Alabama 36695
PR-009-23

The work of this contract consists of providing and installing new concrete sidewalks and parking.

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Lieb Engineering Company, LLC
1290 Main Street
Suite E
Daphne, AL 36526

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than seventy (70) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

Init

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred and Sixty Thousand and 00/100 (\$ 260,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$233,200.00
Contingency Allowance: \$10,000.00
Total Bid: \$243,200.00
Alternate: \$16,800.00

Total Contract Sum: \$260,000.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Additive Alternate #1	\$16,800.00

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 (\$10,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or (Table deleted) undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1: Provide and install one (1) cy fiber mesh reinforced concrete, broom finished per drawings. Include excavation, fill, compaction, grading, disposal, formwork, reinforcement, placement, curing, sealant and all other necessary construction components for installation.	CY	\$15.00
Unit Price #2: Demolition of one (1) cy existing concrete. Include labor, equipment, and haul off.	CY	\$5.00
Unit Price #3: Provide and install one (1) cy asphalt per drawings. Include excavation, fill, compaction, grading, disposal, reinforcement, placement, curing, sealant and all other necessary construction components for installation.	CY	\$75.00

Init.

Unit Price #4: Demolition of one (1) cy existing CY
asphalt. Include labor, equipment, and haul off.

\$5.00

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

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- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

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User Notes:

(1798714997)

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Parten Smith, Inc. has completed the contract for PR-009-23, Westside Park Parking & Ada Improvements, 7600 Hitt Road Mobile, Alabama 36695. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Carl Hanke, Estimator
P.O. Box 189
St. Elmo, AL 36568
Carl@psinc.biz
251-957-1555

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .6 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property Damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
 - Included or X Not Applicable.
 - I. Underground Hazard:
 - Included or X Not Applicable.

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- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |
- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

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- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

- 1. Bond shall be submitted with the executed agreement on provided form(s).

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2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
C1.0	Title Sheet	June 12, 2024
C2.0	Civil Engineering Notes	June 12, 2024

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C3.0	Existing Conditions and Demolition Plan	June 12, 2024
C4.0	Site Plan	June 12, 2024
C5.0	Grading Plan	June 12, 2024
C6.0	Erosion Control Plan	June 12, 2024
C7.0	Detail Sheet	June 12, 2024

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	June 12, 2024
Section 01210	Allowances	June 12, 2024
Section 01220	Unit Prices	June 12, 2024
Section 01320	Construction Progress Documentation	June 12, 2024
Section 01330	Submittal Procedures	June 12, 2024
Section 01635	Substitution Procedures	June 12, 2024
Section 01700	Execution Requirements	June 12, 2024
Section 01731	Cutting and Patching	June 12, 2024
Section 01770	Close out Procedures	June 12, 2024
Section 01783	Project Record Documents	June 12, 2024

.5 Addenda, if any:

Number	Date
Addendum No. 1	06/24/2024
Addendum No. 2	07/02/2024

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101

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Section 00600

Bonds, Certificates and Affidavits
Performance Bond
Labor and Material Payment Bond
E-Verify Documentation (Sample)
Application and Certificate for Payment-AIA Document G702and G703
with DBE Utilization Report
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-
AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9 Tax
Form and City of Mobile Vendor Information Form
Section 00700
General Conditions of the Contract for Construction-
AIA Document A201

- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not

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and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: Parten Smith, Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

Robert D. Parten, Sr., Vice 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 Robert D. Parten, Sr. as Vice President of Parten Smith, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 25th day of July, 20 24.

NOTARY PUBLIC

My Commission Expires: 9/20/27

MATTHEW J COOK
Notary Public
Alabama State at Large

My Commission Expires
September 20, 2027

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PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor Parten Smith, Inc. P.O. Box 189 St. Elmo, AL 36568, hereinafter called the Principal, and FCCI Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Two Hundred and Sixty Thousand and 00/100 (\$260,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Westside Park Parking & Ada Improvements 7600 Hitt Road Mobile, Alabama 36695 PR-009-23, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024.

CONTRACTOR AS PRINCIPAL

Company: Parten Smith, Inc.
(Corporate Seal)

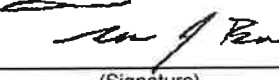
By: 

(Signature)

Name and Title: B. D. Parten ST

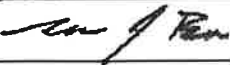
SURETY

Company: FCCI Insurance Company
(Corporate Seal)

By: 

(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: 
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
Company Name: Cobbs Allen
Address: 115 Office Park Drive,
Birmingham, AL 35223
Phone and Fax: 205-874-1315

Owner's Representative: Cassie Boatwright

REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Parten Smith, Inc. P.O. Box 189 St. Elmo, AL 36568, as Principal, and FCCI Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Two Hundred and Sixty Thousand and 00/100 (\$260,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Westside Park Parking & Ada Improvements 7600 Hitt Road Mobile, Alabama 36695 PR-009-23, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Thomas J. Bole **Attorney-in-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

CONTRACTOR AS PRINCIPAL

Company: Parten Smith, Inc.

(Corporate Seal)

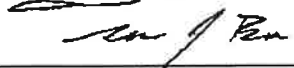
By: 
(Signature)

Name and Title: RDP, Sr. SV

SURETY

Company: FCCI Insurance Company

(Corporate Seal)

By: 
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: 
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Company Name: Cobbs Allen

Address: 115 Office Park Drive

Birmingham, AL 35223

Phone and Fax: 205-874-1315

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Gregg A. Tatum; Thomas J. Bole; Sharon E. Griffith; Grantland Rice, III; Grace Brown; Bruce S. Denson, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): \$30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 328535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 328535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Parten Smith, Inc.
Address	P.O. Box 189 St. Elmo, AL. 36568
Telephone	251-957-1555
E-Mail	clauger@psinc.biz

RFP/RFQ Solicitation Number	PR-009-23
Project Description	Westside Park - Parking and ADA Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 19 Female 2 Minority 10 Non-minority SDVO
Total # of Employees	31

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Robert D. Parten, Sr.

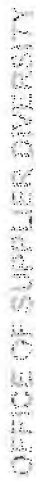
Signature: Date: 7-10-2024

Title: Vice President

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

Name: Carl Hanke Title: Estimator

Email: Carl@psinc.biz Phone: 251-957-1555



Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Arbtrique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Please Print Company Parten Smith, Inc. Your Bid/Proposal Amount \$ 243,200 Date: _____
07/10/2024 Description Westside Park - Parking and ADA Improvements
 Name of Bidder/Proposer: Robert D. Parten Sr.

[illegible]

Supplies



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Robert D. Parker Sr.

Contact Person: Carl Hinkle

Phone 251-957-1535 Email Carl@psinc.biz

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

**Parten Smith Inc.**

Entity ID Number	000-290-106
Entity Type	Domestic Corporation
Principal Address	4612 GOLD DR MOBILE, AL 36619
Principal Mailing Address	4612 GOLD DR MOBILE, AL 36619
Status	Exists
Place of Formation	Mobile County
Formation Date	10/18/2013
Registered Agent Name	PARTEN, CANDICE M
Registered Office Street Address	4612 GOLD DR MOBILE, AL 36619
Registered Office Mailing Address	4612 GOLD DR MOBILE, AL 36619
Nature of Business	CONSTRUCTION/CONTRACTOR
Capital Authorized	100 @ \$.01 PV
Capital Paid In	

Directors

Director Name	PARTEN, CANDICE M
Director Street Address	4612 GOLD DR MOBILE, AL 36619
Director Mailing Address	4612 GOLD DR MOBILE, AL 36619

Incorporators

Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	101 N BRAND BLVD 11TH FLOOR GLENDALE, CA 91203
Incorporator Mailing Address	101 N BRAND BLVD 11TH FLOOR GLENDALE, CA 91203

Annual Reports

Report Year	2016 2017 2018 2019 2020 2021 2022 2023 2024
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Scanned Documents

Purchase Document Copies			
Document Date / Type / Pages	10/29/2013	Certificate of Formation	4 pgs.

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Company ID Number: 1153468

Approved by:

Employer Parten Smith Inc.	
Name (Please Type or Print) Candice M Parten	Title
Signature Electronically Signed	Date 12/22/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/28/2016



Company ID Number: 1153468

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Parten Smith Inc.
Company Facility Address	8765 Beverly Rd Ext Irvington, AL 36544
Company Alternate Address	PO Box 189 St Elmo, AL 36568
County or Parish	MOBILE
Employer Identification Number	463978998
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2024

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 License # 231432 Hub International Gulf South 1141 Montlimar Drive Suite 2500 Mobile, AL 36609	CONTACT NAME: PHONE (A/C, No, Ext): (877) 250-6022 FAX (A/C, No): (251) 633-2822 E-MAIL ADDRESS:
INSURED Parten Smith, Inc. 8765 Beverly Rd. Extension Irvington, AL 36544	INSURER(S) AFFORDING COVERAGE INSURER A : United Specialty Insurance Company INSURER B : Auto-Owners Insurance Company INSURER C : Alabama Home Builders INSURER D : INSURER E : INSURER F :
	NAIC # 12537 18988 NONE

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 ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	ATN2418203	2/22/2024	2/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	5529460100	5/21/2024	5/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	BTN2411230	2/22/2024	2/22/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	001-2024-34989-00	1/1/2024	1/1/2025	☒ 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
B	Commercial Automobil			5529460100	5/21/2024	5/21/2025	Included 200,000

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

Project Name: Westside Park Parking & Ada Improvements)

Project Number: PR-009-23

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 20, 2024

Submitted by:

William Jackson, Interim Police Chief

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Approve and execute agreement for the Mobile Police Department's participation in the Community Traffic Safety Program (CTSP) for traffic grants sponsored by the Southwest Alabama Regional Highway Safety Office.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. CTSP RESOLUTION
2. Community Traffic Safety Program (CTSP) Contract for 2024-2025

REVIEWERS:

Tiffany Levy
Randy Threadgill
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor 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 for grant participation with the Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program (CTSP) for traffic grants as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept any grant funds, if offered, and to sign any agreements or other documents in connection with Community Traffic Safety Program (CTSP) and to provide any information required by the Southwest Alabama Regional Highway Safety Office. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

**MOBILE COUNTY COMMISSION
SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE**

P.O. BOX 1443 • MOBILE, AL 36633 • PHONE # 251-222-9233

Community Traffic Safety Program (CTSP)

Agreement for CTSP Grant Participation

Fiscal Period: October 01, 2024 – September 15, 2025

(NOT the same as a grant's authorized spending period during this Contract Period)

THIS AGREEMENT ("Agreement" and/or "Contract") is entered into between the SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE, by and through the MOBILE COUNTY COMMISSION (together, "SWARHSO"), and the governing entity of the **MOBILE POLICE DEPARTMENT** hereinafter referred to as "AGENCY"), for official participation in SWARHSO's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by the Alabama Department of Economic Community Affairs ("ADECA" and/or SWARHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s).

1. The term of this Agreement will be from **October 01, 2024, through September 15, 2025**; however, this **contract period will not be the same as any grant's authorized spending period during the fiscal year.** Expenditure of CTSP grant funds will only be allowable under this agreement for the AGENCY's grant activity performed within the state-designated Southwest Region's Counties of: Baldwin, Bibb, Chilton Choctaw, Conecuh, Clark, Dallas, Escambia, Greene, Hale, Marengo, Mobile, Monroe, Perry, Pickens, Sumter, Tuscaloosa, Washington and Wilcox.
2. Grants covered under the Community Traffic Safety Program (CTSP) are as follows:
 - *Selective Traffic Enforcement Program, October 1, 2024 - September 15, 2025*
 - *Hot Spot Impaired Driving Enforcement Program October 1, 2024- September 15, 2025*
 - *Click It or Ticket Memorial Day Enforcement Program, May 16, 2025 – June 1, 2025*
 - *Drive Sober or Get Pulled Over Labor Day Enforcement Program, August 15, 2025 – September 1, 2025*
3. The funds for this agreement were awarded by the National Highway Traffic Safety Administration (NHTSA) and are passed through ADECA and SWARHSO. Therefore, all expenditures are subject to all federal and state laws, rules and regulations, including LETS policy letters.
4. The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for overtime traffic enforcement/traffic safety activities conducted outside of the AGENCY's budgeted initiatives. According to the State of Alabama ADECA/LETS Policy Letters, "Supplanting" is defined as, "to deliberately reduce State or local funds because of the existence of Federal funds." **GRANT FUNDS ARE TO BE SPECIFICALLY UTILIZED FOR WORKING TRAFFIC GRANT DETAILS ONLY. THEY ARE NOT TO BE USED FOR SERVING WARRANTS, CHECKING BUILDINGS, BACKING UP REGULAR DUTY OFFICERS, ETC. FUNDS ARE FOR TRAFFIC ENFORCEMENT ONLY PURSUANT TO THE GRANT OBJECTIVE AS OUTLINED BY THE SWARHSO.**
5. Upon approval of grant(s), funding will be made available to the AGENCY through the CORE reporting system by SWARHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). **This Agreement for CTSP Grant Participation is not a notice of grant approval, but is required for the AGENCY's receipt of CTSP grant funds and equipment once or if such become available.**
6. **NO AGENCY** will be approved to receive overtime enforcement funding without having entered into this Agreement with the SWARHSO and being registered with the CORE system. **NO AGENCY** will be approved to receive overtime enforcement funding without having an approved overtime policy adopted by or on behalf of the AGENCY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to

Mobile County Commission
Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2024 – September 15, 2025

adopt the one attached to this Agreement, which meets the minimum requirements set forth to participate in this program. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SWARHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic overtime funds, the fund dates and amount will be recorded on the CORE reporting system. The AGENCY will be notified of the grant award by SWARHSO. Such notification will include information such as the grant's name and number, amount of funding allocated, the spending period during which the grant funds must be spent, the final deadline required for submitting the reimbursement claim, and other guidelines and/or requirements such as hotspot locations, as applicable.

7. During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SWARHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SWARHSO through the CORE reporting system website. The AGENCY should inform SWARHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SWARHSO may transfer such funds elsewhere to be spent. SWARHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SWARHSO and/or ADECA.
8. **Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed.** ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows: (1.) contract with SWARHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy of every citation and warning citation claimed on the grant, (6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City or County overtime policy. Basically, any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit/review is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SWARHSO, may be required to refund ALL funds that were reimbursed on the grant in question.
9. The AGENCY agrees to utilize the CORE reporting system for ALL funding awards made by SWARHSO. Submission of reimbursement forms, other than those forms required by SWARHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires separate reimbursement forms and reports to be submitted to SWARHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.
10. **At a minimum, reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SWARHSO by the 7th of the month following the enforcement period, whether grant activity occurred during the previous month or not, to allow SEARHSO to have an accurate account of activity in the region.**
11. Suspension of funds, until all documentation is properly completed by the AGENCY and received by SWARHSO, may occur for those departments not in compliance with program requirements.
12. **The FINAL deadline for receipt of FINAL reimbursement claims/requests from the AGENCY will be seven (7) business days from the closing date of September 15, 2025 (received by SWARHSO – in the CTSP office). Any claims received by SWARHSO after this date will NOT be reimbursed.** It is the AGENCY's

Mobile County Commission
Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2024 – September 15, 2025

responsibility to ensure that all of their reimbursement claims are submitted to SWARHSO in a timely manner, so as to meet these monthly timelines and final deadline. Though the contract period of this agreement extends to September 15th (for CTSP participation purposes), the AGENCY must comply with each grant's designated work period and final reimbursement claims deadline, i.e., Click It or Ticket Program. **No reimbursement will be made for work performed outside of each grant's regionally authorized work period.**

13. The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SWARHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify SWARHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.
14. The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SWARHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SWARHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SWARHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SWARHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this Agreement.
15. The AGENCY agrees to comply with all other requirements as set forth by ADECA and/or SWARHSO, which are needed to carry out the scope and intent of this project, in accordance with applicable agreement(s) into which are entered between SWARHSO and ADECA. Reimbursement of funds may be suspended until all applicable CTSP grant and agreement requirements are met.
16. Subject to the terms of the grant, SWARHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for actual overtime traffic enforcement worked under a CTSP grant project, provided the activity is documented in accordance program requirements, as set forth by SWARHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.
17. **Termination for Cause.** If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, SWARHSO will immediately terminate this Agreement by giving verbal and written notice to the Agency of such termination.
18. This Agreement shall be deemed to have been executed in Alabama and all questions of interpretation shall be governed by the laws of the State of Alabama with proper venue for any claim arising hereunder lying in Baldwin County.
19. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Mobile County Commission
Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2024 – September 15, 2025

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered.

AGENCY:

By: _____
Its: Authorized Official
Date: _____

ATTEST:

By: _____
Its: County Administrator/City Financial Officer
Date: _____

AGENCY:

City of Mobile
Mobile Police Department
By: William Ruff
Its: Sheriff/Police Chief
Date: 8.1.2024

To what Address should reimbursement checks be mailed? (Changes only)
(Any changes to such address must be submitted in writing to SWARHSO)

Mobile County Commission
Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2024 – September 15, 2025

Signature of Authorized Official
Randall Dueitt, President
Mobile County Commission

Date



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 20, 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 CDW Government LLC for annual renewal of subscription to VMWare virtual network server management software for MIT.

Amount of Contract:

\$34,682.88

Funding Source

General fund.

ATTACHMENTS:

1. 20240812 VMWare Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 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 CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for annual renewal of subscription to VMWare virtual network server management software for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$34,682.88

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: Alabama 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>13462</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENWAL OF VMWARE VIRTUAL NETWORK SERVER MANAGEMENT SOFTWARE FOR MIT (AL STATE CONTRACT)	\$34,682.88	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013462-00 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 CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	272932	08/08/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	PER STATE OF ALABAMA CONTRACT #MA230000003 AND YOUR QUOTE #NZZR. ITEM: VMWARE VSPHERE STANDARD 8 Supplier Part No: 7953231 Manufacturer Part No: VCF-VSP-STD-8 Manufacturer Name: VMware Supplier Quote No: 43387:NZZR454 NIGP: UNSPSC: 43000000	768.00 EACH	45.16000	34682.88
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1	1000.10.23.5000.5000.5000.0000.0000.42115.			34682.88
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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

[Requisition Link](#)

Requisition Total	34682.88
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***** General Ledger Summary Section *****



Contract: MA230000003934 - Software, Valued Added Reseller

Contract Header

Contract

Software, Valued Added Reseller

Type

Master Agreement

Supplier

CDW GOVERNMENT LLC

Contract Code

MA230000003934

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667
1 Result(s)			

Supplier Contact

First name	Last name	Email	Phone
Sydney	Donahue	sydndon@cdwg.com	877-592-2203
Justin	Schwier	bidscdwg.com@cdw.com	847-465-6000
2 Result(s)			

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

4/1/2023

End Date

4/24/2027

Documents

- Participating Addendum and pricing.pdf

Items

Item Name	Product Code	UOM
Software	230000003934-01	Each
Software, consumption based only	230000003934-02	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 20, 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 GT Distributors of Georgia, Inc for 20 Avon FM54 respirator kits for MPD.

Amount of Contract:

\$33,640.00

Funding Source

General Fund.

ATTACHMENTS:

1. 20240812 GT Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 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 GT Distributors of Georgia Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to GT Distributors of Georgia, Inc for 20 Avon FM54
respirator kits for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$33,640.00

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 5893

How many bidders received bid packages (if applicable): 45+ web

How many bidders submitted bids (if applicable): 4

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>11065</u>	2024	(1530) POLICE ADMIN SERVICES	20 AVON FM54 RESPIRATOR KITS FOR MPD (SEALED BID 5893)	\$33,640.00	<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 00011065-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
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Page 1

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 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 YOUR QUOTE AND BID 5893 AVON FM54 APR SPECIALIST KIT WITH OUTSERT COVERS, CBRN FILTER, RIOT FILTER, POUCH AND STORAGE FORM Vendor Item	20.00 EACH	888.00000	17760.00
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1 1000.30.15.1530.1542.1530.0000.0000.44020. 17760.00

Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608

002	VPU GEN II VOICE PROJECTION UNIT WITH MICROPHONE ASSEMBLY FOR FM54 Vendor Item	20.00 EACH	681.00000	13620.00
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1 1000.30.15.1530.1542.1530.0000.0000.44020. 13620.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011065-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
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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

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
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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 MIRRORED OUTSERT COVER FOR FM54	20.00 EACH	113.00000	2260.00
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Vendor Item

1 1000.30.15.1530.1542.1530.0000.0000.44020.		2260.00
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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

[Requisition Link](#)

Requisition Total	33640.00
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BID TABULATION

CITY OF MOBILE

BID NO.: 5893

GAS MASKS

POLICE

		GT DISTRIBUTORS, INC			DANA SAFETY SUPPLY			BLAISING FIRE AND WATER, INC			GOLD STATION MEDICAL		
BID QUANTITIES		UNIT	BID	TOTAL	UNIT	BID	BID	UNIT	BID	BID	UNIT	BID	BID
ITEM DESCRIPTION	Qty.												
AVON FM54 APR Specialist Kit – NO SUBSTITUTIONS	20	EACH	\$ 888.00	\$ 17,760.00	EACH	\$ 989.21	\$ 19,784.20	EACH	\$ 945.00	\$ 18,900.00	EACH	\$ 1,912.00	\$ 38,240.00
VPU Gen II Voice Projection Unit – NO SUBSTITUTIONS	20	EACH	\$ 681.00	\$ 13,620.00	EACH	\$ 652.22	\$ 13,044.40	EACH	\$ 825.00	\$ 16,500.00	EACH	\$ 1,450.00	\$ 29,000.00
Mirrored Outsert Cover for FM54– NO SUBSTITUTIONS	20	EACH	\$ 113.00	\$ 2,260.00	EACH	\$ 88.57	\$ 1,771.40	EACH	\$ 112.00	\$ 2,240.00	EACH	\$ 251.00	\$ 5,020.00
TOTAL			1,682.00	33,640.00		1,730.00	34,600.00		1,882.00	37,640.00		3,613.00	72,260.00

NAFECO		AMERICAN DIVING SUPPLY		LAWMENS & SHOOTERS SUPPLY	
UNIT	BID	UNIT	BID	UNIT	BID
NO BID		NO BID		NO BID	

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: 009

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:
07/25/2024	5893	POLICE	As Specified

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

12:01 PM, Thursday, August 8, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx Qty 1-30	GAS MASK <u>AVON FM54 APR Specialist Kit – NO SUBSTITUTIONS ON BRAND</u> • Outsert Covers: Clear polycarbonate outer lenses for protection and visibility. • CBRN Filter: Provides protection against Chemical, Biological, Radiological, Nuclear hazards. • Riot Filter: Designed for riot control agents. • Pouch and Storage Form: Convenient storage and carrying solution. Make _____ Model _____					
Appx Qty 1-30	<u>VPU Gen II Voice Projection Unit – NO SUBSTITUTIONS ON BRAND</u> • Includes Microphone Assembly: Enables clear communication Make _____ Model _____					
Appx Qty 1-30	<u>Mirrored Outsert Cover for FM54– NO SUBSTITUTIONS ON BRAND</u> • Mirrored Outsert Cover designed for AVON FM54 APR Make _____ Model _____ Upon award, the City will purchase a minimum of 1 item each. QUANTITIES LISTED ARE APPROXIMATIONS.					
Page 1 of 3			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. **The right** is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the **interest of the City of Mobile.**
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. **PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.**
10. **BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.**
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. **IF** a bid bond is required in the published specifications, see below:
 Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of **five (5) Percent** of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of 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 STATE LEAD TIME AFTER RECEIPT OF PURCHASE ORDER: _____ days Pricing to be firm for a 1-year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award may be extended for two (2) additional 1-year periods. 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. Quote delivered pricing FOB Mobile, Alabama. Pricing shall be firm for one (1) year period following the award of this bid. At the option of the City and the vendor, bid may be extended for up to two (2) additional one (1) year periods.					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of _____

Page 555 of 670



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 20, 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 Shaw Integrated and Turf Solutions, Inc for replacement flooring for Cruise Terminal first floor lobby areas.

Amount of Contract:

\$44,537.41

Funding Source

Capital Project 0644,Cruise Terminal replace flooring in elevator cabins and lobbies.

ATTACHMENTS:

1. 20240812 Shaw Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 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 Shaw Integrated and Turf Solutions, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Shaw Integrated and Turf Solutions, Inc for replacement flooring for Cruise Terminal first floor lobby areas.
Capital Project 0644, Cruise Terminal replace flooring in elevator cabins and lobbies.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$44,537.41

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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>11837,</u> <u>12431</u>	2024	(3032) ARCHITECTURAL ENGINEERING	REPLACEMENT FLOORING FOR CRUISE TERMINAL 1 ST FLOOR LOBBY AREAS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$44,537.41	<u>(299207) SHAEW</u> <u>INTEGRATED</u> <u>AND TURF</u> <u>SOLUTIONS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AS PER YOUR PROPOSAL ID 202851 JOB 179376 AND SOURCEWELL CONTRACT #061323-SII				
001	5T031 - welcome II EcoWorx Tile 24" x 24" 31557/Sterling	176.00 SQUAREYARD	53.66000	9444.16
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			9444.16

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

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

002	5000 - Carpet Tile Adhesive; 4 GAL	2.00 EACH	111.53000	223.06
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			223.06

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

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

003 Carpet Demolition (standard)	175.00 SQUAREYARD	3.33000	582.75
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1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.		582.75
---	---	--	--------

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

004 Carpet Disposal	175.00 SQUAREYARD	1.33000	232.75
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1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.	232.75
---	--------

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

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

005 Carpet Tile Installation	175.00 SQUAREYARD	7.54000	1319.50
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Bill To	Requisition 00011837-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	=====

Vendor	Ship To
SHAW INTEGRATED AND TURF SOLUTIONS INC	CRUISE TERMINAL
P O BOX 748552	201 SOUTH WATER ST

ATLANTA, GA 30384

Tel#7062173422

MOBILE, AL 36602

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/29/24	299207				ARCHITECTURAL ENGINEERING
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LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			1319.50

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

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

006 Carpet Border Work	350.00	2.18000	763.00
	LINEARFOOT		

1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.		763.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

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

007 Transition Installation (excludes materials)	24.00 LINEARFOOT	2.41000	57.84
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1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			57.84
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Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRUISE TERMINAL

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Page 6

Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

008 Furniture Removal and Replacement	8.00 HOUR	60.50000	484.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.		484.00
---	--	--------

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

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

009 Skimcoat - Labor & Materials	2250.00 SQ FT	1.60000	3600.00
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1 2000.80.00.0000.0000.0000.0000.48010.	
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Bill To	Requisition 00011837-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 7
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Vendor	Ship To
SHAW INTEGRATED AND TURF SOLUTIONS INC	CRUISE TERMINAL
P O BOX 748552	201 SOUTH WATER ST

ATLANTA, GA 30384

Tel#7062173422

MOBILE, AL 36602

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

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Date Ordered	Vendor Number
07/29/24	299207
Date Required	Ship Via
Terms	Department
	ARCHITECTURAL ENGINEERING
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
E C0644	.CONSTRUCTN.	.		3600.00

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

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

010 Mositure Testing	1.00	200.00000	200.00
	EACH		

1	2000.80.00.0000.0000.0000.0000.48010.	
E C0644	.CONSTRUCTN.	200.00

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

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

011	Hourly Rates for Services Not Listed	40.00 HOUR	55.00000	2200.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			2200.00
---	---	--	--	---------

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

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

012	Supplemental Benefits	40.00 HOUR	25.00000	1000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			1000.00
Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER				
013	Reimbursement of taxes imposed on the contractor. The contract price does not include any contingency for such tax.	1.00 EACH	798.09000	798.09
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			798.09

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 10
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

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

014 FREIGHT	1.00 EACH	267.33000	267.33
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Additional Description Notes

PER YOUR PROPOSAL #202851; SOURCEWELL CONTRACT #061323-SII; DATED 05.21.24

FOR QUESTIONS OR CONCERNS CONTACT J. RUSSELL @ 251.208.1083

Vendor Item
Inventory Item/Loc 14009

1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.	267.33
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 11
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
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Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

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

Requisition Link

Requisition Total	21172.48
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0644 .CONSTRUCTN.	21172.48	22790.20

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	21172.48	308324.44

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	07/18/24	BRENDA RHODES	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AS PER YOUR PROPOSAL ID 203712 AND JOB 180108 AND AS PER YOUR CONTRACT SOURCEWELL #061323-SII.				
001	5T031 - welcome II EcoWorx Tile 24" x 24"31557/Sterling	250.67 SQUAREYARD	53.66000	13450.95
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			13450.95

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

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

002	5000 - Carpet Tile Adhesive	2.00 EACH	111.53000	223.06
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Page 2

Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552	Ship To CRUISE TERMINAL 201 SOUTH WATER ST
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ATLANTA, GA 30384

Tel#7062173422

MOBILE, AL 36602

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			223.06

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

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

003 Carpet Demolition (standard)	250.00 SQUAREYARD	3.33000	832.50
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1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			832.50
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Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Page 3

Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

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

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

005 Carpet Tile Installation	250.00 SQUAREYARD	7.55000	1887.50
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			1887.50
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
006	Furniture Removal and Replacement	3.00	60.50000	181.50
	SQUAREYARD			
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			181.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

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

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

Deliver To
 CRUISE TERMINAL

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

008	Mositure Testing	1.00 EACH	200.00000	200.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			200.00
---	---	--	--	--------

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

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

009	Hourly Rates for Services Not Listed	15.00 HOUR	55.00000	825.00
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1	2000.80.00.0000.0000.0000.0000.48010.
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E C0644	.CONSTRUCTN.			825.00

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

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

010 Supplemental Benefits	15.00 EACH	25.00000	375.00
---------------------------	---------------	----------	--------

1 2000.80.00.0000.0000.0000.0000.48010.		375.00
E C0644 .CONSTRUCTN.		

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

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

011	Reimbursement of taxes imposed on the contractor. The contract price does not include any contingency for such tax.	1.00 EACH	1123.73000	1123.73
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1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			1123.73
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Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

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

012	FREIGHT	1.00	333.19000	333.19
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty EACH	Unit Price	Net Price
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Additional Description Notes

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

FOR QUESTIONS OR CONCERNS CONTACT J. RUSSELL @ 251.208.1083

Vendor Item
Inventory Item/Loc 14009

1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.	333.19
---	--------

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

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

[Requisition Link](#)

Requisition Total

23364.93

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Page 10

Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Account		Amount	Remaining Budget
E C0644 .CONSTRUCTN.		23364.93	22790.20

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.		
	23364.93	308324.44

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	07/18/24	BRENDA RHODES	
Approved	07/18/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/18/24	RELYA MALLORY	Auto approved by: 910511034
Approved	07/29/24	BRENDA RHODES	
Approved	07/29/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/29/24	RELYA MALLORY	Auto approved by: 910511034
Rejected	07/28/24	SANDRA LEWIS	no contract # on the quote
Approved	08/10/24	DONALD ROSE	Auto approved by: 910518227
Approved	08/10/24	SANDRA LEWIS	
Approved	08/10/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	08/10/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	08/10/24	JOHN PAINE	Auto approved by: 910518227
Approved	08/10/24	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

ShawContract

Carpet and floor covering

#080819-SII

Maturity Date: 10/11/2024

Sourcewell 
Awarded Contract

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

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

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

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 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 Trantex Transportation Products of Texas, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Trantex Transportation Products of Texas, Inc for 27 sets
of speed cushions for Traffic Engineering.
CIP Districts 3,4, and 6 Traffic Calming.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$79,805.25

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Buyboard 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>9766</u>	2024	(2060) TRAFFIC ENGINEERING	TRAFFIC SPEED CUSHIONS FOR TRAFFIC ENGINEERING (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$79,805.25	<u>(297168)</u> <u>TRANTEX</u> <u>TRANSPORTATION</u> <u>PRODUCTS OF</u> <u>TEXAS INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00009766-00 FY 2024
	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
	Review:
	Buyer: 910518227
	Status: Approved
	Page 1
=====	=====

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET
	MOBILE, AL 36604
HOUSTON, TX 77086	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#713-306-9943	

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/12/24	297168				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001	AS PER BUYBOARD CONTRACT 703-23 AND YOUR QUOTE QTE0008451 SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS, WITH RUBBER 2 ARROWS, TRAFFICLOGIX SC76A	20.00 EACH	985.25000	19705.00
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1	2000.80.00.0000.0000.0000.0000.47010. E C0954 .CAPEQUIPMT.			19705.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A	10.00 EACH	985.25000	9852.50
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Bill To	Requisition 00009766-00 FY 2024
	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
	Review:
	Buyer: 910518227
	Status: Approved
	Page 2
=====	=====

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET

HOUSTON, TX 77086

Tel#713-306-9943

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/12/24	297168				TRAFFIC ENGINEERING
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LN	Description / Account	Qty	Unit Price	Net Price
	FOR SHORE HARDNESS,			
1	2000.80.00.0000.0000.0000.0000.47010. E C0954 .CAPEQUIPMT.			9852.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS, WITH RUBBER 2 ARROWS, TRAFFICLOGIX SC76A	16.00 EACH	985.25000	15764.00
1	2000.80.00.0000.0000.0000.0000.47010. E C0953 .CAPEQUIPMT.			15764.00

=====	=====
Bill To	Requisition 00009766-00 FY 2024
	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
	Review:
	Buyer: 910518227
	Status: Approved
	Page 3
=====	=====

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET

HOUSTON, TX 77086

Tel#713-306-9943

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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08/12/24	297168				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

004 SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS,	8.00 EACH	985.25000	7882.00
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1 2000.80.00.0000.0000.0000.0000.47010. E C0953 .CAPEQUIPMT. .			7882.00
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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	Requisition 00009766-00 FY 2024
	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
	Review:
	Buyer: 910518227
	Status: Approved
	Page 4
=====	=====

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET

HOUSTON, TX 77086

Tel#713-306-9943

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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08/12/24	297168				TRAFFIC ENGINEERING
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LN	Description / Account	Qty	Unit Price	Net Price
005	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS, WITH RUBBER 2 ARROWS, TRAFFICLOGIX SC76A	18.00 EACH	985.25000	17734.50

1	2000.80.00.0000.0000.0000.0000.47010. E C0670 .CAPEQUIPMT.			17734.50
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Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

006	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS,	9.00 EACH	985.25000	8867.25
-----	---	--------------	-----------	---------

1	2000.80.00.0000.0000.0000.0000.47010. E C0670 .CAPEQUIPMT.			8867.25
---	---	--	--	---------

=====	=====
Bill To	Requisition 00009766-00 FY 2024
	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
	Review:
	Buyer: 910518227
	Status: Approved
	Page 5
=====	=====

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET
	MOBILE, AL 36604
HOUSTON, TX 77086	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#713-306-9943	

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/12/24	297168				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To			
TRAFFIC ENGINEERING			
852 GAYLE STREET			
MOBILE, AL 36604			
Deliver To			
TRAFFIC ENGINEERING			
852 GAYLE STREET			
MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	79805.25
-------------------	----------

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

Account		Amount	Remaining Budget
E C0670 .CAPEQUIPMT.	.	26601.75	20064.25
E C0953 .CAPEQUIPMT.	.	23646.00	28020.00
E C0954 .CAPEQUIPMT.	.	29557.50	22108.50

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.		
	79805.25	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
CCancelled	08/13/24	JENNIFER WHITE	GL Allocation
CCancelled	08/13/24	JENNIFER WHITE	GL Allocation
CCancelled	08/13/24	JENNIFER WHITE	GL Allocation

Bill To

Requisition 00009766-00 FY 2024

Acct No:
2000.80.00.0000.0000.0000.0000.47010.
Review:
Buyer: 910518227
Status: Approved

Page 6

Vendor

TRANTEX TRANSPORTATION PRODUCTS OF TEXAS
3310-D FRICK RD

HOUSTON, TX 77086

Tel#713-306-9943

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
08/12/24	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	CCancelled08/13/24 JENNIFER WHITE	GL Allocation		
	CCancelled08/13/24 JENNIFER WHITE	GL Allocation		
	CCancelled08/13/24 JENNIFER WHITE	GL Allocation		
	Approved 06/03/24 JENNIFER WHITE			
	Approved 07/31/24 ADAM SPENCE	Auto approved by: 91054000		
	Approved 07/31/24 JENNIFER WHITE			
	Approved 08/13/24 ADAM SPENCE	Auto approved by: 91054000		
	Approved 08/13/24 JENNIFER WHITE			
	Approved 06/04/24 BRENDA RHODES			
	Approved 06/04/24 TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved 06/04/24 RELYA MALLORY	Auto approved by: 910511034		
	Approved 07/31/24 BRENDA RHODES			
	Approved 07/31/24 TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved 07/31/24 RELYA MALLORY	Auto approved by: 910511034		
	Approved 08/13/24 BRENDA RHODES			
	Approved 08/13/24 TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved 08/13/24 RELYA MALLORY	Auto approved by: 910511034		
	Unknown 06/12/24 SANDRA LEWIS			
	Rejected 06/12/24 SANDRA LEWIS	need more info see email		
	Rejected 08/12/24 SANDRA LEWIS	as per our conversation		
	Approved 08/13/24 DONALD ROSE	Auto approved by: 910518227		
	Approved 08/13/24 SANDRA LEWIS			
	Approved 08/13/24 STEVEN KRONINGER	Auto approved by: 910518227		
	Approved 08/13/24 SAMANTHA COOLEY	Auto approved by: 910518227		
	Approved 08/13/24 ANNE FOLEY	Auto approved by: 910518227		
	Approved 08/13/24 JOHN PAINE	Auto approved by: 910518227		
	Approved 08/13/24 MICHAEL SPAFFORD	Auto approved by: 910518227		

Authorized By: _____ Date: _____

=====	=====
Bill To	Requisition 00009766-00 FY 2024
	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
	Review:
	Buyer: 910518227
	Status: Approved
	Page 7
=====	=====

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET
	MOBILE, AL 36604
HOUSTON, TX 77086	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#713-306-9943	

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/24	297168				TRAFFIC ENGINEERING

LN Description / Account	Signature	Qty	Unit Price	Net Price
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April 21, 2024

Sent via email to: nick@trantexinc.com

Nick Gonzales
Trantex Transportation Products of Texas Inc.
3310-D Frick Rd
Houston TX 77086

Re: Highway Safety and Traffic Control Products
BuyBoard Contract 703-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Highway Safety and Traffic Control Products, Contract 703-23 effective 6/1/2023 through May 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

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. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, 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 the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard 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 BuyBoard, 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 BuyBoard its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard'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 20, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Maor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 18 set of bunker gear for MFRD.

Amount of Contract:

\$69,750.00

Funding Source

General Fund

ATTACHMENTS:

1. 20240815 Sunbelt Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 20 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 Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for 18 set of bunker gear for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$69,750.00

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: HGAC cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13257</u>	2024	(1510) FIRE ADMINISTRATION	18 SETS OF FIRE BUNKER GEAR FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$69,750.00	(<u>198904</u>) <u>SUNBELT FIRE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013257-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	PER QUOTE Q-26378 AND HGAC EE08-19 FIRE PROTECTION CLOTHING: FIRE COAT, GLDC364-J Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold PER HGAC, QUOTE : Q-26378 Vendor Item	18.00 EACH	2215.00000	39870.00
-----	--	---------------	------------	----------

1	1000.30.15.1510.1522.1510.0000.0000.44020.			19935.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			19935.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	FIRE PROTECTION CLOTHING: FIRE PANT, GLFC364-J Pant System, PBI	18.00 EACH	1660.00000	29880.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013257-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Max, Glide Ice PBI G2, Stedair Gold PER HGAC, QUOTE : Q-26378 Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			14940.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			14940.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Requisition Link

Requisition Total	69750.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.		
FIRE SUPPRESSION DIV EXP	34875.00	1010674.42
6120.70.15.0000.0000.1510.0000.0000.44020.		
EMERGENCY MEDICAL SVCS EXP	34875.00	143659.51
OPERATING SUPPLIES		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013257-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
--	--

Page 3

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/24	198904				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****			
Activity Date Clerk	Comment		
Approved 08/14/24 DONALD ROSE	Auto approved by: 910520704		
Approved 08/14/24 SANDRA LEWIS	Auto approved by: 910520704		
Approved 08/14/24 STEVEN KRONINGER	Auto approved by: 910520704		
Approved 08/14/24 SAMANTHA COOLEY			
Approved 08/14/24 JOHN PAINE	Auto approved by: 910520704		
Approved 08/14/24 MICHAEL SPAFFORD	Auto approved by: 910520704		

Authorized By: _____ Date: _____
 Signature

Emergency Medical & Rescue Equipment

Contract information

[Contract Number](#)
487012

[Contract Details](#)

[Contract Number](#)
487012

[Contract Details](#)

[SurveysWest & Online Public Access AEDs](#), [Bystander AEDs](#), [Semi-Automatic Bystander Defibrators](#), [Defibrators](#), [Monitoring/Status/Status](#),
[Jellyfishes](#), [w/CC Monitoring Semi-Automatic Medical Devices](#), [Defibrators w/ Escalating Jocks](#), [http://www.surveyswest.com/Products/Defibrators/](#)
[www.surveyswest.com](#), [Electronic Personal Accountability System \(Scalable\)](#), [Innovative Systems](#).
[Note: Use of this contract may require an additional competitive bid. Click here for details.](#)

[Return to Products & Services](#)

All Products

[All Products](#)

1000

[Home](#)
[About Us](#)
[Contact Us](#)

About the Cooperative	Bid Notices	HGACBuy How2s	Products & Services	Resources
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Product Information

Product Description

Globe GX-7 2023

Manufacturer

Globe

Contract

EE08-19 Emergency Medical & Rescue Equipment

Discount

25

Keyword(s)

Bunker/Wildland Rescue Gear

Product Code

EE19LFH

Contract Category

Emergency Equipment & Supplies

Price Unit

EA

[View Catalog](#)

Vendors Offering This Product

Air One Equipment, Inc.

Martin Svihra
msvihra@aoe.net
Phone: 847-289-9000
Fax: 847-289-9001

Allsource Enterprise LLC dba Safe Industries

Meredith Martin
mmartin@safeindustries.com
Phone: 877.997.7233
Fax: 864.845.7176

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Jeremy Ware
jeremy.ware@macqueengroup.com
Phone: 262-337-9176
Fax: 651-645-6668

Witmer Public Safety Group

Jeff Trego
jtrego@wpsginc.com
Phone: 610-857-8070
Fax: 888-335-9800

Allsource Enterprise LLC dba Safe Industries

Taylor Dowling
tdowling@safeindustries.com
Phone: 864-845-7175
Fax: 864-845-7176

Casco Industries, Inc.

David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-645-5726
Fax:

Sunbelt Fire, Inc.

Kent Bradley
kbradley@sunbeltfire.com
Phone: 251-928-9917
Fax: 251-928-9933

Sunbelt Fire, Inc.

Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson

veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

[Return to Products & Services](#)

[View This Contract](#)

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address
3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-0234

Fax: 713-993-4548

[Site Feedback](#) | [Privacy Policy](#) | [Legal Disclaimer](#) | [Program Statutes](#) | Copyright ©2024 H-GAC. All Rights Reserved.



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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

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

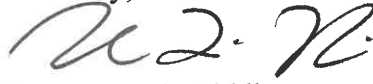
Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 20, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Johnson and Johnson

REVIEWERS:

Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Johnson & Johnson Way To Go for a Certificate of Public Convenience and Necessity to operate a sedan and shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN & SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Johnson & Johnson Way To Go**, to operate a **sedan and shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **August 20, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Aneesah Johnson individually or on behalf of Johnson + Johnson Way to Go, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Aneesah Johnson

Business Address _____

Telephone: _____ Trade Name: _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____

Address: _____ City: _____ State: _____ Zip code: _____

Telephone Num: _____ Driver's License #: _____

Residing in Mobile County: Years: 37 Months: _____

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

10/10/10

10/10/10 10/10/10 10/10/10
10/10/10 10/10/10 10/10/10
10/10/10 10/10/10 10/10/10

10/10/10 10/10/10

10/10/10 10/10/10 10/10/10

10/10/10 10/10/10

10

10

10

10/10/10 10/10/10 10/10/10



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name _____ Title _____ Address _____ Amount of Stock Held (if any) _____
Aneesah Johnson owner

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days a week 6AM + 5PM

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Toyota
Make: Mercedes
Make: Chevy

Year: 2006
Year: 2015
Year: 2009

Model: Sienna Cr
Model: Ben2
Model: Malibu

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:

1. The first of the three main points is that the

the second of the three main points is that the

the third of the three main points is that the

the fourth of the three main points is that the

the fifth of the three main points is that the



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Aneesah Johnson
Applicant's Signature

NAME OF ENTITY:

X Johnson + Johnson way to Go

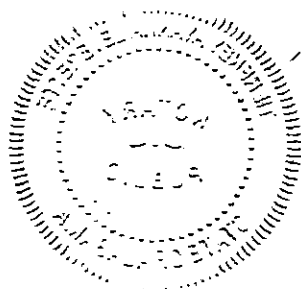
By: Aneesah Johnson
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
31 DAY OF July, 20 24

Shirley Ann Johnson
Notary Public

My Commission Expires:
March 30, 2027

My Commission Expires
March 30, 2015





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Aneesah Johnson

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'7

Weight: 232

Hair Color: Black

Eye Color: Brown

Social Security Number _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Aneesah Johnson
Signature

7-31-2024
Date signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: JOHNSON, ANEESAH DUKES

Address: 7111 MOBILE ST

Nick Name:

Phone: ---

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 37

Weight: 250

Eyes: BROWN

Height: 5'07"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State: AL

DL #: ---

DL Type: D

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

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

A RECORD

CHECKED BY: *S. Betters*

DATE: *7/31/24*

Record attached

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last Name : johnson

First Name : aneesah

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>204120485401</u>	2041204854	12/29/2004	DUKES, ALICIA	10/8/1986	UNKNOWN LOCATION UNKNOWN,	BOULER, J N	CONV	101 S EAST I-65 SERVICE RD WALMART,	THEFT SHOPLIFTING 3RD
<u>207090416001</u>	2070904160	9/26/2007	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ELLZEY, MICHAEL	CONV	1473 S ANN ST B MOBILE,	BURGLARY 3RD - NON RESIDENCE FORCED ENTRY
<u>207090416101</u>	2070904161	9/26/2007	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ELLZEY, MICHAEL	CONV	1473 S ANN ST B MOBILE,	BURGLARY 3RD - NON RESIDENCE FORCED ENTRY
<u>207090416202</u>	2070904162	9/26/2007	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ELLZEY, MICHAEL	CONV	1473 S ANN ST B MOBILE,	BURGLARY 3RD - NON RESIDENCE FORCED ENTRY
<u>207107607801</u>	2071076078	3/29/2008	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	EVANS, GREGORY	CONV	GWIN/ST STEPHENS MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>207107607901</u>	2071076079	3/29/2008	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	EVANS, G D	CONV	GWIN/ST STEPHENS MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208038259001</u>	2080382590	3/29/2008	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	EVANS, G D	CONV	GWIN/ST STEPHENS MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208078865501</u>	2080788655	7/28/2008	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	DAVIS, S E	CONV	1473 ANN ST UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>208089012701</u>	2080890127	9/15/2008	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	TREUBIG, ERIKA	CONV	GWIN ST / ST STEPHENS UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>208099344901</u>	2080993449	10/7/2008	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	THOMAS, J C	CONV	METRO UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>208129774701</u>	2081297747	1/16/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING, JAMES	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208129774801</u>	2081297748	1/16/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING III, J J	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208129774901</u>	2081297749	1/16/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING III, J J	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>209025051401</u>	2090250514	4/17/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING, JAMES	CONV	METRO UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>2110792655001</u>	2110792650	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, JASON	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>21107926500A</u>	2110792650	10/24/2011	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ROBERTS, C E	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>211099478301</u>	2110994783	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, J D	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>211109614101</u>	2111096141	10/24/2011	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ROBERTS, C E	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>21110961410A</u>	2111096141	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, J D	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>212025003401</u>	2120250034	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, J D	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>213050005201</u>	2130500052	7/11/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	BROWN, L M	CONV	8080 AIRPORT UNKNOWN,	THEFT SHOPLIFTING 3RD
<u>213050118401</u>	2130501184	5/14/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	NGO, LAC	CONV	SUMNER AND EAGLE ST MOBILE,	HARASSMENT
<u>213060291701</u>	2130602917	7/11/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	BROWN, LOVELL	CONV	8080 AIRPORT UNKNOWN,	THEFT FROM A BUILDING 500-2500
<u>213097549501</u>	2130975495	9/19/2013	DUKES, ANESAN	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING, JAMES	CONV	CARDINAL/ EAGLE MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>213100180701</u>	2131001807	8/24/2015	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	JAMES, MICHAEL	CONV	3251 AIRPORT BLVD MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>21310018070A</u>	2131001807	2/25/2014	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	SANDERS, PATRICK	CONV	685 S SCHILLINGER RD MOBILE,	ENDANGER WELFARE OF CHILD
<u>21310018070B</u>	2131001807	10/12/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	SNYDER, ROBERT	CONV	685 S SCHILLINGER RD MOBILE,	ABANDONMENT OF CHILD
<u>213100265301</u>	2131002653	10/18/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	CLARK, TERRY	CONV	2720 SPRING HILL AVE MOBILE,	POSSESS FORGED INSTRUMENT 2ND
<u>215030382101</u>	2150303821	3/27/2015	DUKES, ANEESHA	10/8/1986	UNKNOWN LOCATION UNKNOWN,	CLARK, TERRY	CONV	3170 DAUPHIN ST MOBILE,	THEFT SHOPLIFTING 3RD
<u>215050140601</u>	2150501406	5/10/2015	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	WEAVER, J W	CONV	2500 DAWES RD MOBILE,	CRIMINAL TRESPASSING 3RD THEFT SHOPLIFTING 3RD
<u>M2180803910</u>	M2180803910	8/29/2018	DUKES, ANEESAH NMN	10/8/1986	2617 POLLARD LANE MOBILE, ALABAMA 36606	WELCH, CHARLIE	ON VIEW	2617 POLLARD LANE MOBILE, ALABAMA 36606	DV 3RD MENACING KINFE - SIMPLE

31 Records Selected

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at (251) 450-4466.

Notice ID: ET0D6JrQU8aw2xySV5qO | Proof Updated: Aug. 07, 2024 at 10:48am CDT
Notice Name: Johnson & Johnson CPCN NOTICE

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Lana Pafenbach-Gauthier	Lagniappe Weekly
lana.gauthier@cityofmobile.org	
(251) 208-7411	

Columns Wide:	1	Ad Class: Legals
Total Column Inches:	2.56	
Number of Lines:	23	

08/14/2024: Other	23.56
-------------------	-------

Subtotal	\$23.56
Tax	\$0.00
Processing Fee	\$7.36
Total	\$30.92

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN AND SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Johnson & Johnson Way To Go**, to operate a **sedan and shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **August 20, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

Lagniappe HD August 14, 2024

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: AUG 06 2024



City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 20, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Community Care

REVIEWERS:

Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Community Care & Transportation, LLC for a Certificate of Public Convenience and Necessity to operate a sedan service is hereby approved. A copy of said application is on file in the office of the City Clerk.

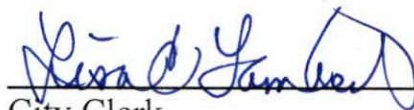
Adopted:

City Clerk

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: AUG 06 2024



City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Community Care & Transportation, LLC**, to operate a **sedan** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **August 20, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Verlesia D. Moore individually or on behalf of Community Care & Transportation LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Community Care & Transportation LLC

Business Address: _____

Telephone: _____ Trade Name: _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birth: _____ SSN: _____

Residence Address:

Address _____ City _____ State _____ Zip code _____

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes _____ No _____

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____

(If different from address provided in Part I)

2024 JUL 30 PM 2:47
RECEIVED



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Verlesia Moore	owner		

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Monday - Sunday 7 days a week

How many vehicles (carriages) do you intend to operate? 1

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Toyota</u>	Year: <u>2024</u>	Model: <u>Camry</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

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.

Verlesia Moore

Applicant's Signature

NAME OF ENTITY:

Community Care + Transportation LLC

By: Verlesia Moore

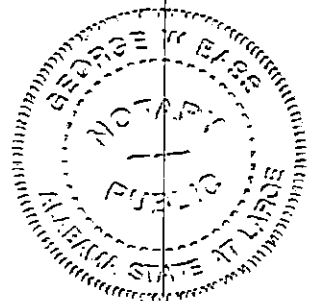
Its Owner

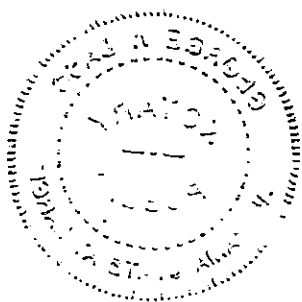
SWORN TO AND SUBSCRIBED BEFORE ME THIS
30 DAY OF July, 20 24

George W. Davis

Notary Public

Commission Expires 04/19/27







(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Verlesia Moore Campbell

Nickname(s) or Maiden Name: Moore

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'6

Weight: 220

Hair Color: Black

Eye Color: Brown

Social Security # _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Verlesia Moore
Signature

7/29/2004
Date signed



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Verlesia Darnell Moore Campbell

Date of Birth: _____ Secu: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Verlesia Moore
Signature

7/29/2024
Date Signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: CAMPBELL - MOORE, VERLESIA DARNELL

Address: 5762 ZEIGLER BOULEVARD
MOBILE ALABAMA 36608

Nick Name:

Phone: 251-554-7411

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 34

Weight: 220

Eyes: BROWN

Height: 5'06"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

DL #:

DL Type: D

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

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

NO RECORD

CHECKED BY:

DATE: 7/29/2024

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(251) 450-4466**.

Notice ID: azCOSHfezBbKZ3j83M6a | Proof Updated: Aug. 07, 2024 at 10:51am CDT
Notice Name: Community Care & Transportation CPCN NOTICE

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Lana Pafenbach-Gauthier	Lagniappe Weekly
lana.gauthier@cityofmobile.org	
(251) 208-7411	

Columns Wide:	1	Ad Class: Legals
Total Column Inches:	2.56	
Number of Lines:	23	

08/14/2024: Other	22.23
-------------------	-------

Subtotal	\$22.23
Tax	\$0.00
Processing Fee	\$7.22
Total	\$29.45

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Community Care & Transportation, LLC**, to operate a **sedan** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **August 20, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

Lagniappe HD August 14, 2024

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 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:

Assistant City Clerk

NOTICE OF HEARING TO CONSIDER ADOPTION OF THE 2024-2025 GENERAL FUND, CAPITAL IMPROVEMENT FUND, AND CONVENTION CENTER FUND BUDGETS

Pursuant to Resolution of the Mobile, Alabama City Council adopted on August 20, 2024, a public hearing will be held on September 3, 2024, at 10:30 a.m., to consider adoption of the 2024-2025 General Fund, Capital Improvement Fund and Convention Center Fund budgets for the City of Mobile, Alabama. The public hearing will be held in the auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.



Lisa C. Lambert
City Clerk

RESOLUTION

Sponsored by: Mayor S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that
the 2024-2025 General Fund, Capital Improvements Fund, and Convention Center Fund
budgets are adopted.

Adopted:

City Clerk

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 Pre-Zoning of
Property located at 4589 Hermitage Avenue
and 5340 U. S. Highway 90 West to B-3

Pursuant to Resolution of the Mobile, Alabama City Council adopted August 6, 2024, a public hearing will be held on the 24th day of September, 2024, at 10:30 a.m., to consider adoption of an ordinance to pre-zone property located at 4589 Hermitage Avenue and 5340 U. S. Highway 90 West to B-3.

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

Lisa C. Lambert
City Clerk

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

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

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

THE WESTERN PORTION OF LOTS 6 & 7, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA AND THE WESTERN PORTION OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (POLY) AT THE SOUTHWEST CORNER OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89°-56'-02" EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 177.47 FEET TO A CAPPED REBAR (POLY) AT THE NORTHWEST CORNER OF LOT 2 OF SAID RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS; THENCE RUN NORTH 00°-58'-21" EAST A DISTANCE OF 299.53 FEET TO THE NORTH LINE OF LOT 6, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE

JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 89°-55'-33" WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 126.31 FEET TO A 60d NAIL IN A ROOT; THENCE RUN SOUTH 89°-55'-49" WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 199.76 FEET TO A 1" OPEN TOP PIPE AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE RUN SOUTH 00°-05'-56" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF HERMITAGE AVENUE (50' R/W) AND ALONG THE WEST LINE OF SAID LOT 6 AND ALONG THE WEST LINE OF LOT 7, BLOCK 1 OF SAID SUBURBAN GARDENS A DISTANCE OF 199.86 FEET TO A CAPPED REBAR (POLY) AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE RUN NORTH 89°-53'-32" EAST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 143.23 FEET TO A CAPPED REBAR (POLY) AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE RUN SOUTH 00°-02'-00" WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 99.68 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 1.90 ACRES, MORE OR LESS.

The classification of said property is hereby changed to B-3, Community Business Suburban District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Suburban District, until all of the conditions set forth below have been complied with: 1. Compliance with Traffic Engineering comments noted in the staff report, amended as follows: There is an existing traffic impact study for this site that was previously required by ALDOT. The improvements shown in the traffic impact study will be required. Speak to ALDOT, City of Mobile, and Mobile County about any additional requirements. Traffic control will need to be added for where the one-way section around the building shown on the site plan meets the two-way section. Driveway number, size, location, and design to be approved by City of Mobile Traffic Engineering, ALDOT (where applicable), and Mobile County (where applicable) 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. 2. Full compliance with the Subdivision Regulations and all municipal codes and ordinances.

Section Two: This Ordinance shall become effective upon the date that the aforesaid described property is annexed into the corporate limits of the City of Mobile and shall thereafter be in force and effect from and after its adoption and publication; provided that it shall be null and void as to any portion of the aforesaid described property that is not annexed into the corporate limits of the City of Mobile within 180 days of the initiation of annexation proceedings as provided by law.

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of September, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 28th day of August, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within Mobile County, located at 4589 Hermitage Avenue and 5340 Highway 90 West. Pursuant to Alabama Code 11-52-85, the proposed amendment to the Unified Development Code classifies the subject property as B-3, Community Business Suburban. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-3 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-3 districts until the following conditions have been complied with: 1. Compliance with Traffic Engineering comments noted in the staff report, amended as follows: There is an existing traffic impact study for this site that was previously required by ALDOT. The improvements shown in the traffic impact study will be required. Speak to ALDOT, City of Mobile, and Mobile County about any additional requirements. Traffic control will need to be added for where the one-way section around the building shown on the site plan meets the two-way section. Driveway number, size, location, and design to be approved by City of Mobile Traffic Engineering, ALDOT (where applicable), and Mobile County (where applicable) 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. 2. Full compliance with the Subdivision Regulations and all municipal codes and ordinances.

The proposed zoning shall become effective upon the date that the aforesaid described property is annexed into the corporate limits of the City of Mobile and shall thereafter be in force and effect from and after its adoption and publication; provided that it shall be null and void as to any portion of the aforesaid described property that is not annexed into the corporate limits of the City of Mobile within 180 days of the initiation of annexation proceedings as provided by law.

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

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

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

THE WESTERN PORTION OF LOTS 6 & 7, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA AND THE WESTERN PORTION OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

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The classification of said property is hereby changed to **B-3, Community Business Suburban District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Suburban District**, until all of the conditions set forth below have been complied with: **1. Compliance with Traffic Engineering comments noted in the staff report, amended as follows: There is an existing traffic impact study for this site that was previously required by ALDOT. The improvements shown in the traffic impact study will be required. Speak to ALDOT, City of Mobile, and Mobile County about any additional requirements. Traffic control will need to be added for where the one-way section around the building shown on the site plan meets the two-way section. Driveway number, size, location, and design to be approved by City of Mobile Traffic Engineering, ALDOT (where applicable), and Mobile County (where applicable) 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. 2. Full compliance with the Subdivision Regulations and all municipal codes and ordinances.**

Section Two: This Ordinance shall become effective upon the date that the aforesaid described property is annexed into the corporate limits of the City of Mobile and shall thereafter be in force and effect from and after its adoption and publication; provided that it shall be null and void as to any portion of the aforesaid described property that is not annexed into the corporate limits of the City of Mobile within 180 days of the initiation of annexation proceedings as provided by law.

Adopted:

Lisa Lambert, City Clerk

KD Tillmans Corner, LLC / MS One, LLC
4589 Hermitage Avenue & 5340 U.S. Highway 90 West
Council District 4
Ben Reynolds



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 19, 2024

Edgar Russell Rouse, Jr
KD Tillmans Corner, LLC
3262 Old Shell Road
Suite C1
Mobile, Alabama 36607

Re: 4589 Hermitage Avenue & 5340 U.S. Highway 90 West
ZON-UDC-003001-2024
KD Tillmans Corner, LLC/ MS One, LLC
District 4
Pre-Zoning Request pursuant to Alabama Code 11-52-85 to pre-zone property to B-3,
Community Business Suburban District upon completion of the annexation process.

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

At its meeting on July 18, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and,
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-003001-2024 4589 Hermitage Avenue & 5340 US Highway 90 West
July 19, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property to B-3, Community Business Suburban District, subject to the following conditions:

1. Compliance with Traffic Engineering comments noted in the staff report, amended as follows: *There is an existing traffic impact study for this site that was previously required by ALDOT. The improvements shown in the traffic impact study will be required. Speak to ALDOT, City of Mobile, and Mobile County about any additional requirements. Traffic control will need to be added for where the one-way section around the building shown on the site plan meets the two-way section. Driveway number, size, location, and design to be approved by City of Mobile Traffic Engineering, ALDOT (where applicable), and Mobile County (where applicable) 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.*
2. Full compliance with the Subdivision Regulations and all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$560.50**. 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.

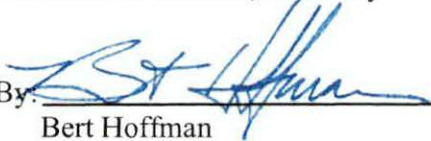
This is a pre-zoning of property proposed for annexation and therefore pursuant to Alabama Code § 11-52-85 it shall become effective upon the date the property is annexed into the corporate limits of the City of Mobile; provided that it shall be null and void as to any portion of the described property that is not annexed into the corporate limits of the City of Mobile within 180 days of the initiation of annexation proceedings as provided by law.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Bert Hoffman

Deputy Director of Long Range Planning



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 31, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

Pursuant to Alabama Code 11-52-85, the Mobile City Planning Commission at its meeting on July 18, 2024 considered the request of **KD Tillmans Corner, LLC / MS One, LLC** for pre-zoning the property located at **4589 Hermitage Avenue** to **B-3, Community Business Suburban District**.

After discussion it was decided to recommend approval of the pre-zoning request to the City Council.

This is a pre-zoning of property proposed for annexation and therefore pursuant to Alabama Code § 11-52-85 it shall become effective upon the date the property is annexed into the corporate limits of the City of Mobile; provided that it shall be null and void as to any portion of the described property that is not annexed into the corporate limits of the City of Mobile within 180 days of the initiation of annexation proceedings as provided by law.

Copies of the application and reports are attached.

Sincerely,

Bert Hoffman
Deputy Director, Long Range Planning Department

dla
Attachments

Pre-Zone Request Letter

TO THE CITY OF MOBILE, ALABAMA:

Dear Mayor,

The undersigned, KD Tillmans Corner, LLC, acting by and through its Manager, MS One, LLC, as owner of all of the hereinafter described real property situated in the County of Mobile, Alabama, pursuant to Alabama Code Section 11-52-85 requests that the following property be pre-zoned to B-3.

Said property is located at 4589 Hermitage Avenue and 5344 Highway 90 W and is described as follows:

THE WESTERN PORTION OF LOTS 6 & 7, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA AND THE WESTERN PORTION OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

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DISTANCE OF 99.68 FEET TO THE POINT OF BEGINNING. THE DESCRIBED
PARCEL CONTAINS 1.90 ACRES, MORE OR LESS.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this 13
day of June, 2024.

KD Tillmans Corner, LLC,
an Alabama Limited Liability Company

By: MS One, LLC, Manager,
an Alabama Limited Liability Company

By: 
Print Name: Scott Delaney
Its: Manager
Address: 3262 Old Shell Road, STE C-1
Mobile, AL 36607

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County and State, hereby certify that Scott Delaney, whose name is signed to the foregoing Petition for Annexation as Manager of MS One, LLC, an Alabama limited liability company, and who is known to me, on this day, being informed of the contents of said Petition, and with full authority to act for and on behalf of said limited liability company, he executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.


NOTARY PUBLIC

My Commission expires: 3/19/28



§ 11-52-85. Pre-zoning of territory proposed for annexation by municipality

(a) A municipality which exercises its authority to zone territory within its corporate limits may pre-zone territory proposed for annexation into the corporate limits of the municipality prior to the effective date of the annexation by complying with this article. If all the requirements, including all notice and public hearing requirements, of this article are met, the zoning shall become effective upon the date the territory is annexed into the corporate limits, or upon the date the zoning process is completed, whichever is later.

(b) A municipality which exercises its authority to zone territory within its corporate limits shall pre-zone territory as provided in subsection (a) and issue a statement of zoning classification to an affected property owner if the individual property owner residing in the area to be annexed requests in writing that a zoning determination be made pursuant to this section prior to being annexed.

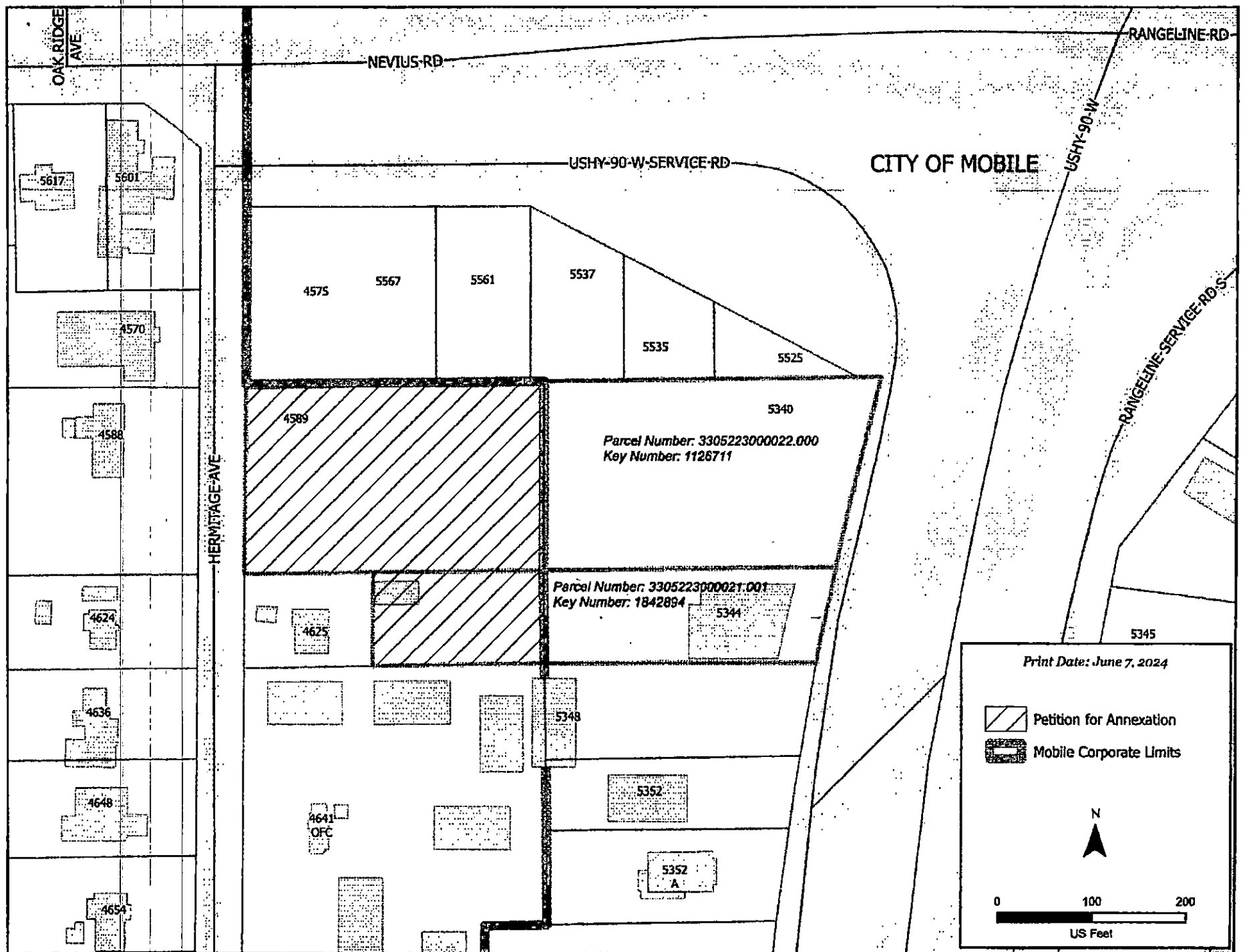
(c) Any pre-zoning established by a municipality pursuant to this section for territory proposed for annexation shall be null and void as to any portion of the territory that is not annexed into the corporate limits within 180 days of the initiation of annexation proceedings as provided by law.

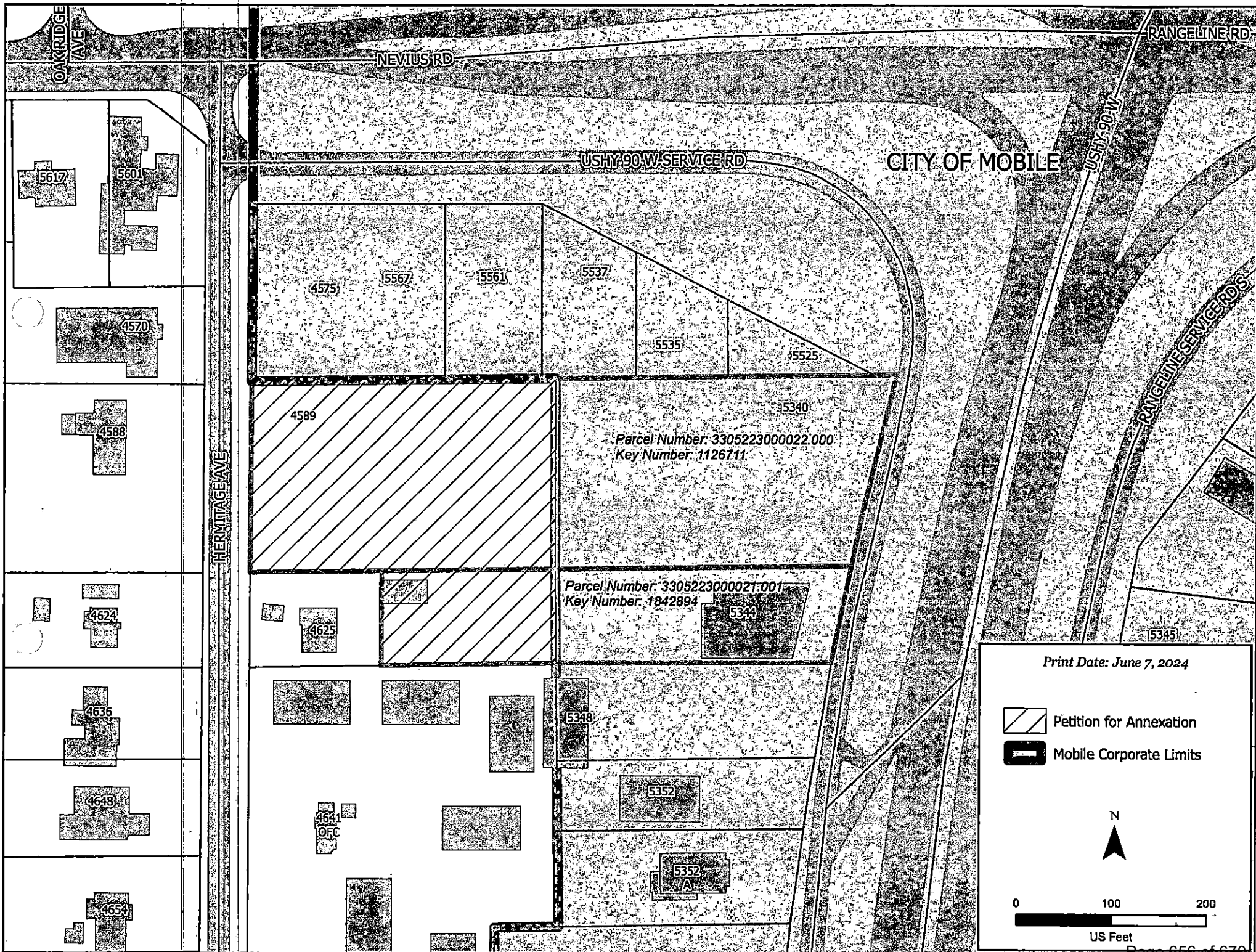
(d) Nothing contained in this section shall allow a municipality to zone territory outside the corporate limits of the municipality that is not in the process of being annexed into the corporate limits of a municipality as provided by law.

(e) Section 6-5-127 shall be applicable to any property pre-zoned pursuant to this section.

History:

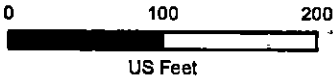
Act 2009-629, p. 1926, §1.





Print Date: June 7, 2024

-  Petition for Annexation
-  Mobile Corporate Limits



PETITION FOR ANNEXATION

Said property is located at 4589 Hermitage Avenue and 5344 Highway 90 W and is described as follows:

THE WESTERN PORTION OF LOTS 6 & 7, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA AND THE WESTERN PORTION OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

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BARNES R LEE
PO BOX 44
LEEDS, AL 35094

BERTRAM JEFFREY L
4648 HERMITAGE AVE
MOBILE, AL 36619

BISHOP PROPERTIES GULF COAST INC
800 HILLCREST BLDG 6
MOBILE, AL 36695

CORN DANIEL & SALLY SMITH
14049 HEMLEY ROAD
CODEN, AL 36523

LAW PAMELA L MCFERRIN
29235 PERDIDO BEACH BLVD UNIT 701
ORANGE BEACH, AL 36561

MCCARRON-PERCIAVALLE DEE
7002 CHARLESTON OAKS DR S
MOBILE, AL 36695

NIMITYONGSKUL VARIN, PRAIST
MIITYONGSKUL & NAPHAPHORN
4567 AIRPORT BLVD
MOBILE, AL 36608

NOLETTO MARY LOU S OR HERB
1901 DAUPHIN STREET
MOBILE AL 36606

RI SE, LLC, A DELEWARE
ATTN: PORTFOLIO MANAGEMENT #2202
11995 EL CAMINO REAL
SAN DIEGO, CA 92130

TILLMAN PARK REALTY LLC UND
1249 BROADWAY STE 101
HEWLETT, NY 11557

RITTER PROPERTY MGT LLC
C/O KD TILLMANS CORNER LLC
3262 OLD SHELL ROAD, SUTE C1
MOBILE AL 36607

ROUSE EDGAR R JR C/O KD TILLMANS
CORNER LLC
3262 OLD SHELL ROAD, SUTE C1
MOBILE AL 36607

SMP PROPERTIES LLC
5570 NEVIUS ROAD
MOBILE, AL 36619

RTC PROPERTIES LLC
5352 HIGHWAY 90 W
MOBILE, AL 36619

SAINTS KATANA FKA APRIL CASSANDRA
DAVIS, C/O WOLFORD JEFFREY
4588 HERMITAGE AVE
MOBILE, AL 36619

WARD J DOUGLAS
1216 MACARTHUR PLACE CT
MOBILE AL 36609

ROUSE EDGAR RUSSELL JR C/O KD
TILLMANS CORNER LLC
3262 OLD SHELL ROAD, SUTE C1
MOBILE AL 36607

RITTER JENNIFER Q C/O KD TILLMANS
CORNER LLC
3262 OLD SHELL ROAD, SUTE C1
MOBILE AL 36607



Agenda Item #: 9

ZON-UDC-003001-2024

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

4589 Hermitage Avenue & 5340 U.S. Highway 90
West

Applicant / Agent:

KD Tillmans Corner, LLC / MS One, LLC

Property Owner:

KD TILLMANS CORNER LLC

Current Zoning:

Unincorporated – no zoning

Proposed Zoning:

B-3, Community Business Suburban

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

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

Schedule for Development: Upon approval

Proposal:

- Pre-Zoning Request pursuant to Alabama Code 11-52-85 to pre-zone property to B-3, Community Business Suburban District upon completion of the annexation process.
- **Rezoning Note:** Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

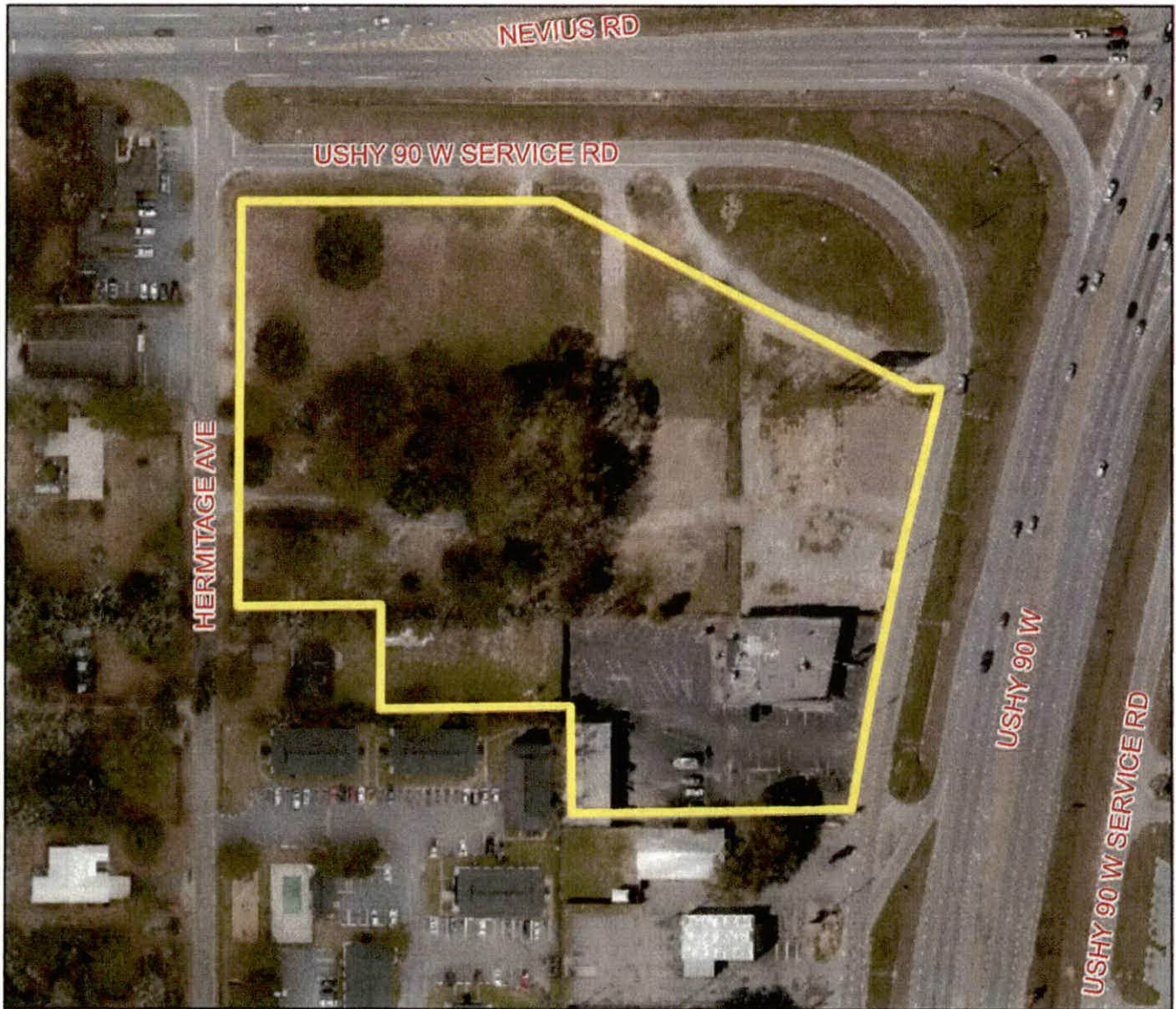
Commission Considerations:

1. Pre-Rezoning with two (2) conditions.

Report Contents:

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER	9	DATE	July 18, 2024
APPLICANT	KD Tillmans Corner, LLC / MS One, LLC		
REQUEST	Pre-Zoning to B-3		



SITE HISTORY

The site is currently located adjacent to, but outside the city limits of Mobile, in an unincorporated area of Mobile County. As the site is in an unincorporated area of the County, there are no zoning requirements associated with the property.

STAFF COMMENTS

Engineering Comments:

No comments.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The applicant has submitted a signed Petition for Annexation into the City of Mobile along with a Pre-Zone Request Letter; a copy of which is available via the link on page 1. Alabama Code §11-52-85 allows for such pre-annexation zoning determinations and is inserted below for reference.

§11-52-85 Pre-Zoning of Territory Proposed for Annexation by Municipality

- (a) A municipality which exercises its authority to zone territory within its corporate limits may pre-zone territory proposed for annexation into the corporate limits of the municipality prior to the effective date of the annexation by complying with this article. If all the requirements, including all notice and public hearing requirements, of this article are met, the zoning shall become effective upon the date the territory is annexed into the corporate limits, or upon the date the zoning process is completed, whichever is later.

- (b) A municipality which exercises its authority to zone territory within its corporate limits shall pre-zone territory as provided in subsection (a) and issue a statement of zoning classification to an affected property owner if the individual property owner residing in the area to be annexed requests in writing that a zoning determination be made pursuant to this section prior to being annexed.
- (c) Any pre-zoning established by a municipality pursuant to this section for territory proposed for annexation shall be null and void as to any portion of the territory that is not annexed into the corporate limits within 180 days of the initiation of annexation proceedings as provided by law.
- (d) Nothing contained in this section shall allow a municipality to zone territory outside the corporate limits of the municipality that is not in the process of being annexed into the corporate limits of a municipality as provided by law.
- (e) Section 6-5-127 shall be applicable to any property pre-zoned pursuant to this section.

As illustrated on the maps and plans, over one-half of the proposed site is currently within the city limits of Mobile and is zoned B-3, Community Business Suburban. The applicant is requesting that the portion of site to be annexed be zoned B-3, Community Business Suburban upon annexation. This "pre-annexation zoning" is allowed by Alabama State Code and would be a logical extension of the existing B-3 District.

Upon annexation and zoning to B-3, Community Business Suburban, the property must fully comply with the UDC, the Subdivision Regulations and all municipal codes and ordinances.

REZONING CONSIDERATIONS

Standards of Review:

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

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

The UDC goes on to states that a proposed rezoning should comply with the following:

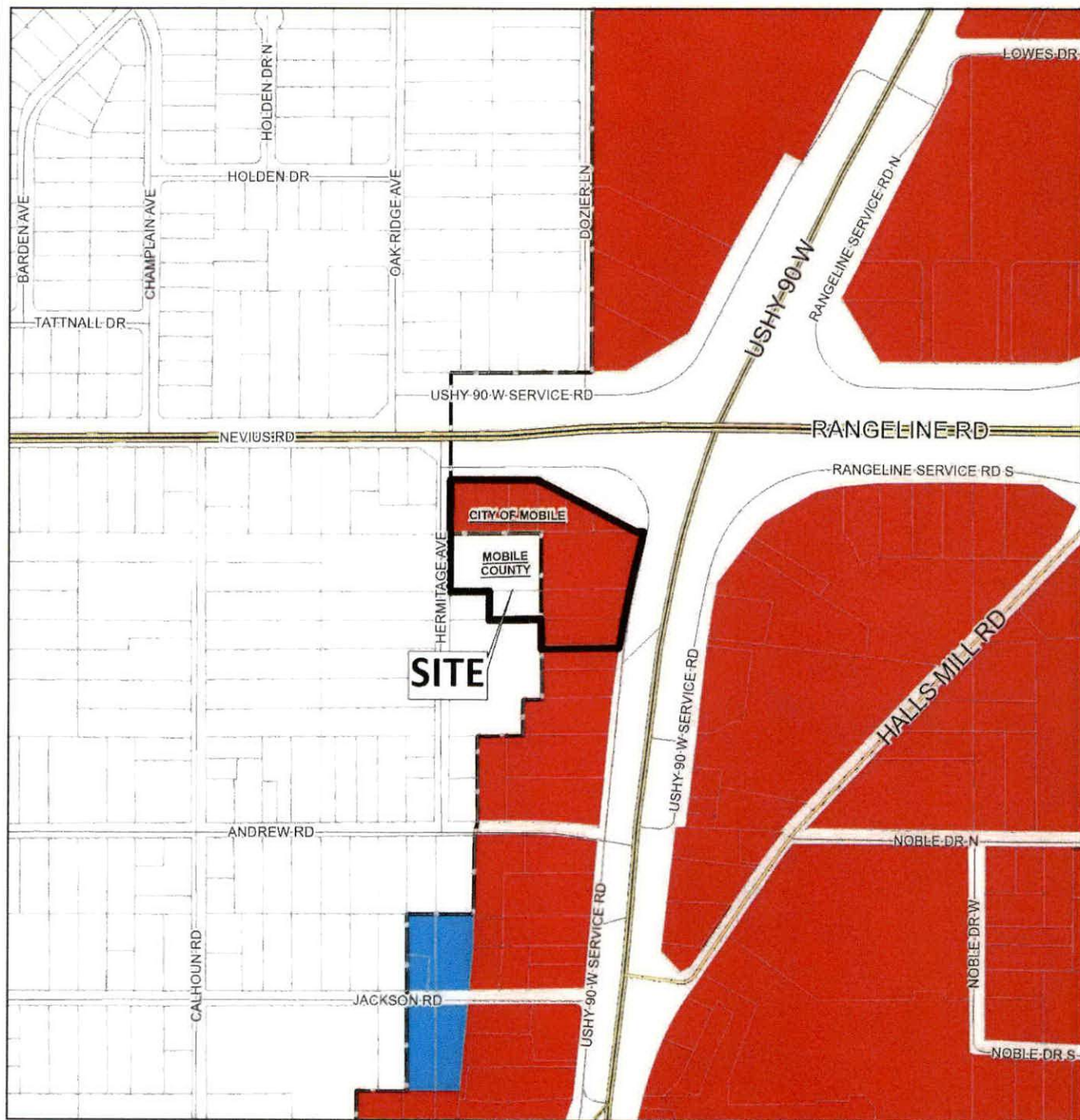
- Consistency. Is the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. Was there a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
 - The current development trends, if any, in the vicinity of the subject property;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

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions would apply:

1. Full compliance with the Subdivision Regulations and all municipal codes and ordinances.

LOCATOR ZONING MAP



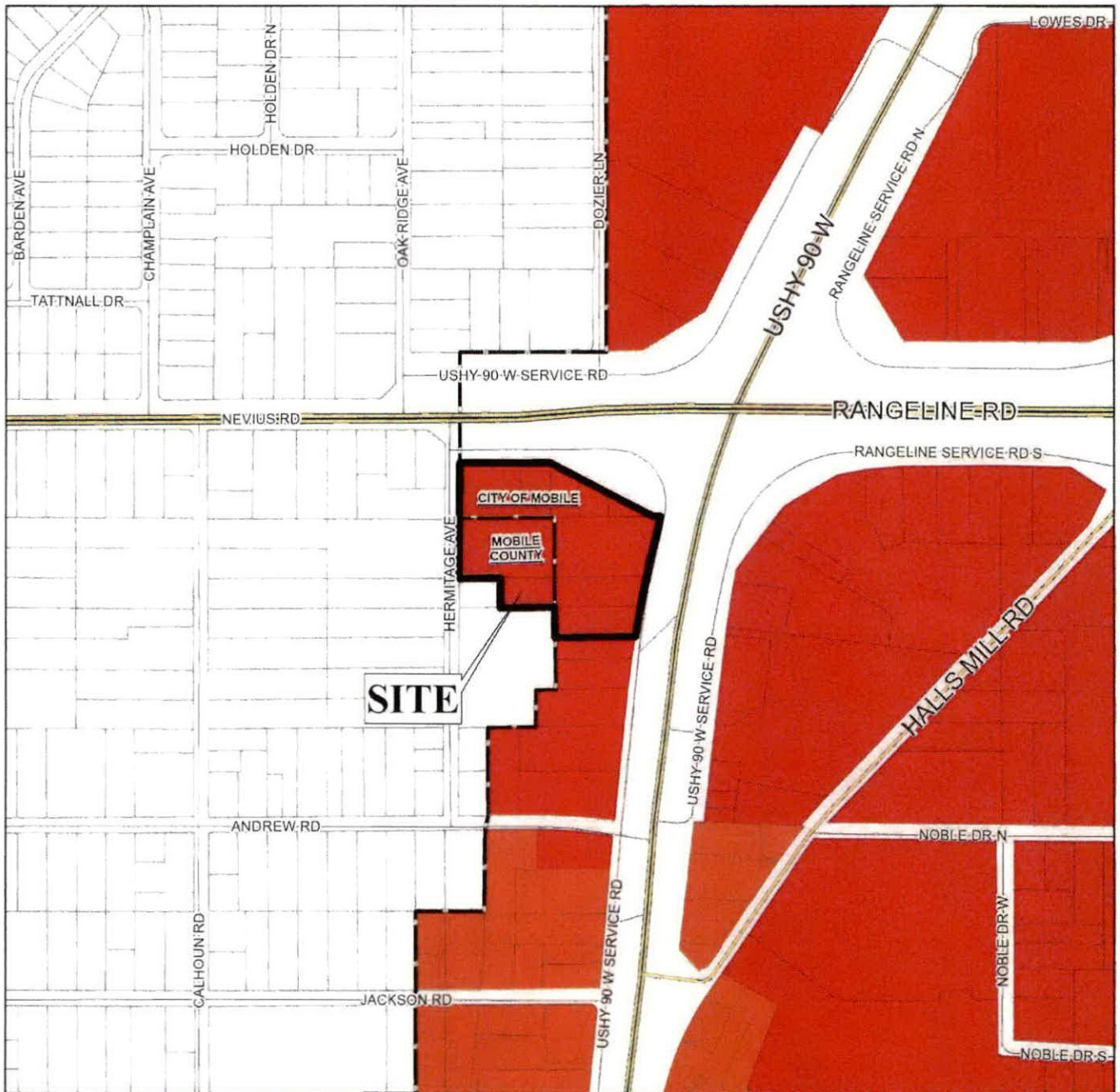
APPLICATION NUMBER 9 DATE July 18, 2024

APPLICANT KD Tillmans Corner, LLC / MS One, LLC

REQUEST Pre-Zoning to B-3



FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE July 18, 2024

APPLICANT KD Tillmans Corner, LLC / MS One, LLC

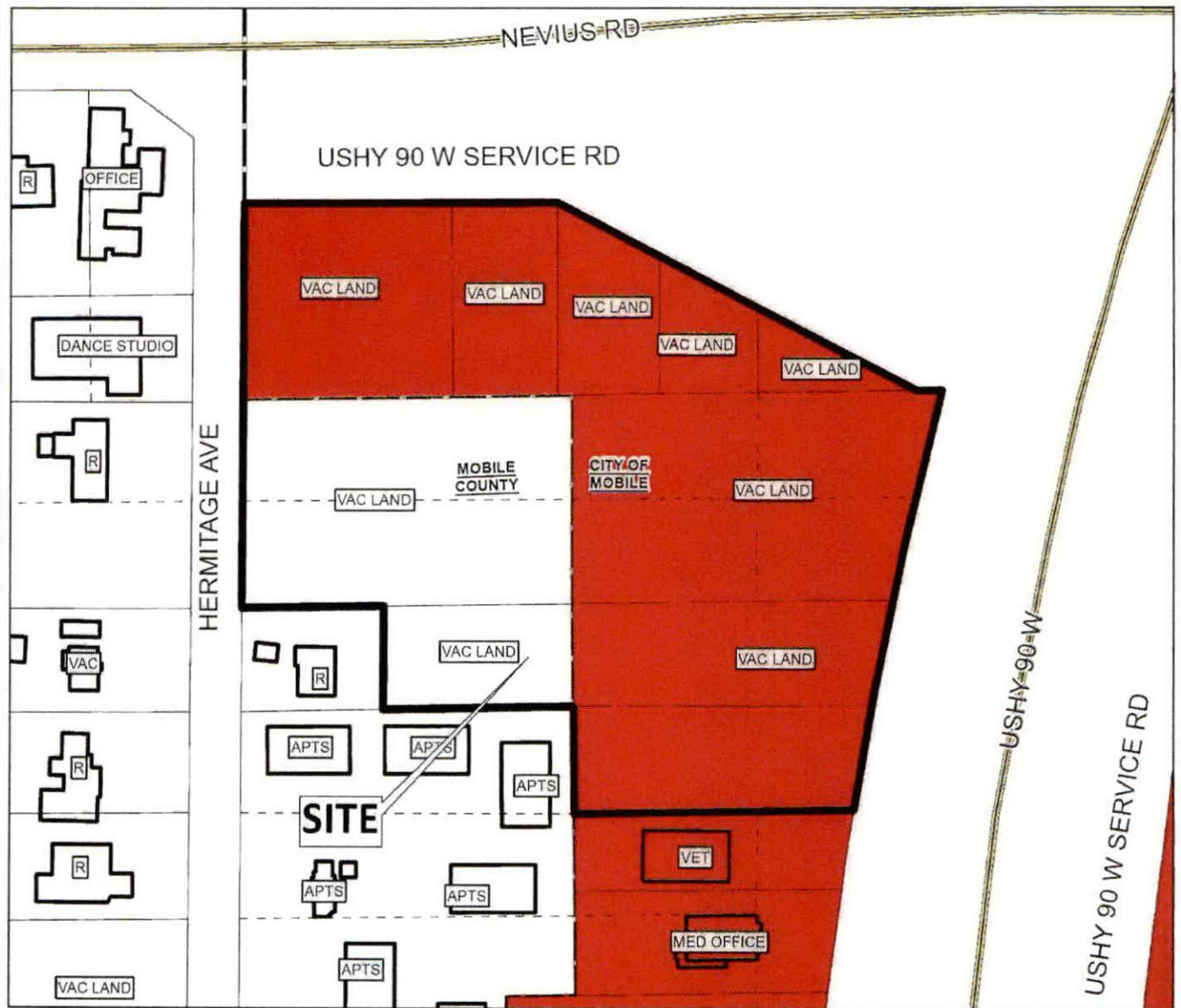
REQUEST Pre-Zoning to B-3

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



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PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

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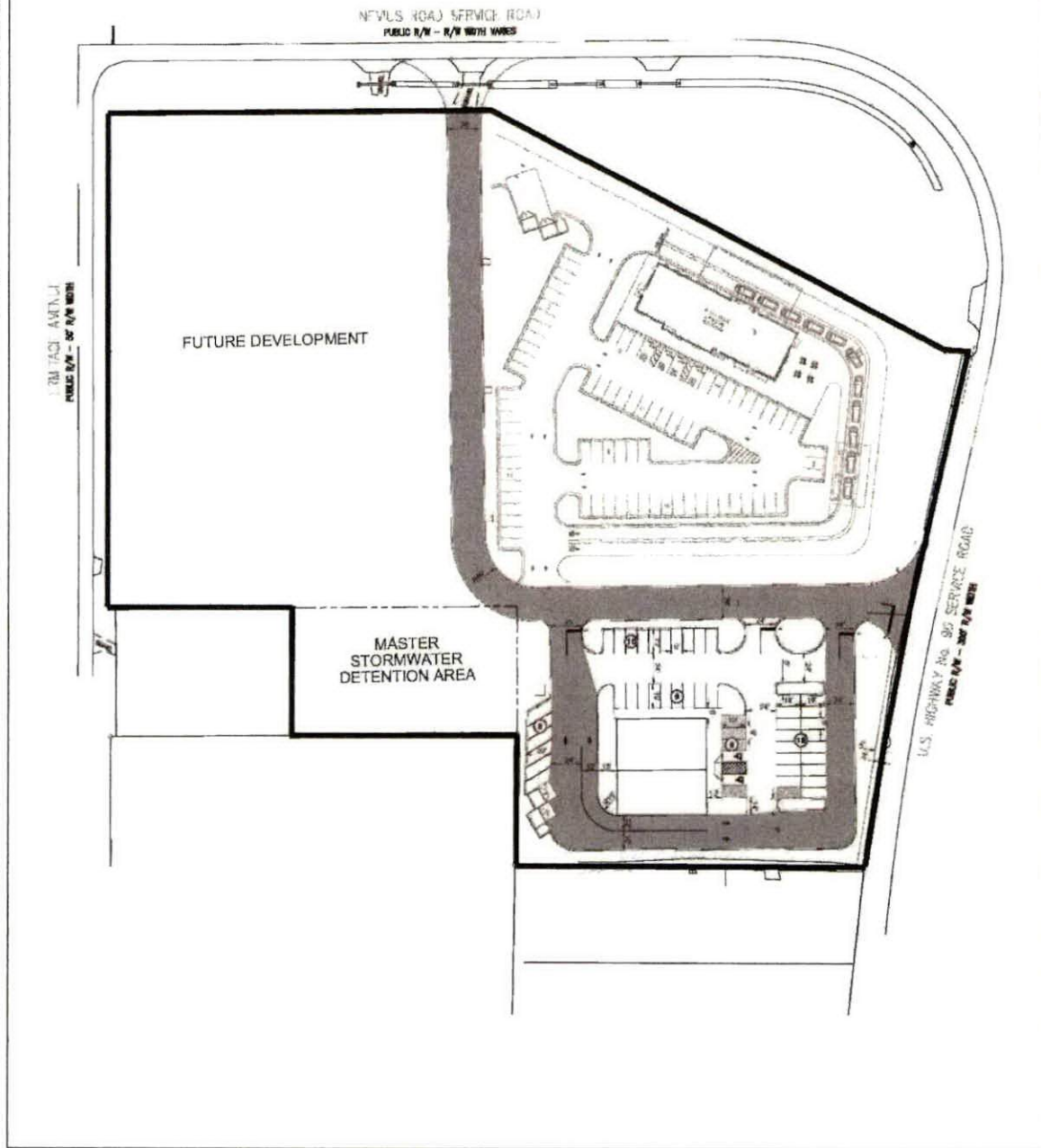
REQUEST Pre-Zoning to B-3

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



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SITE PLAN

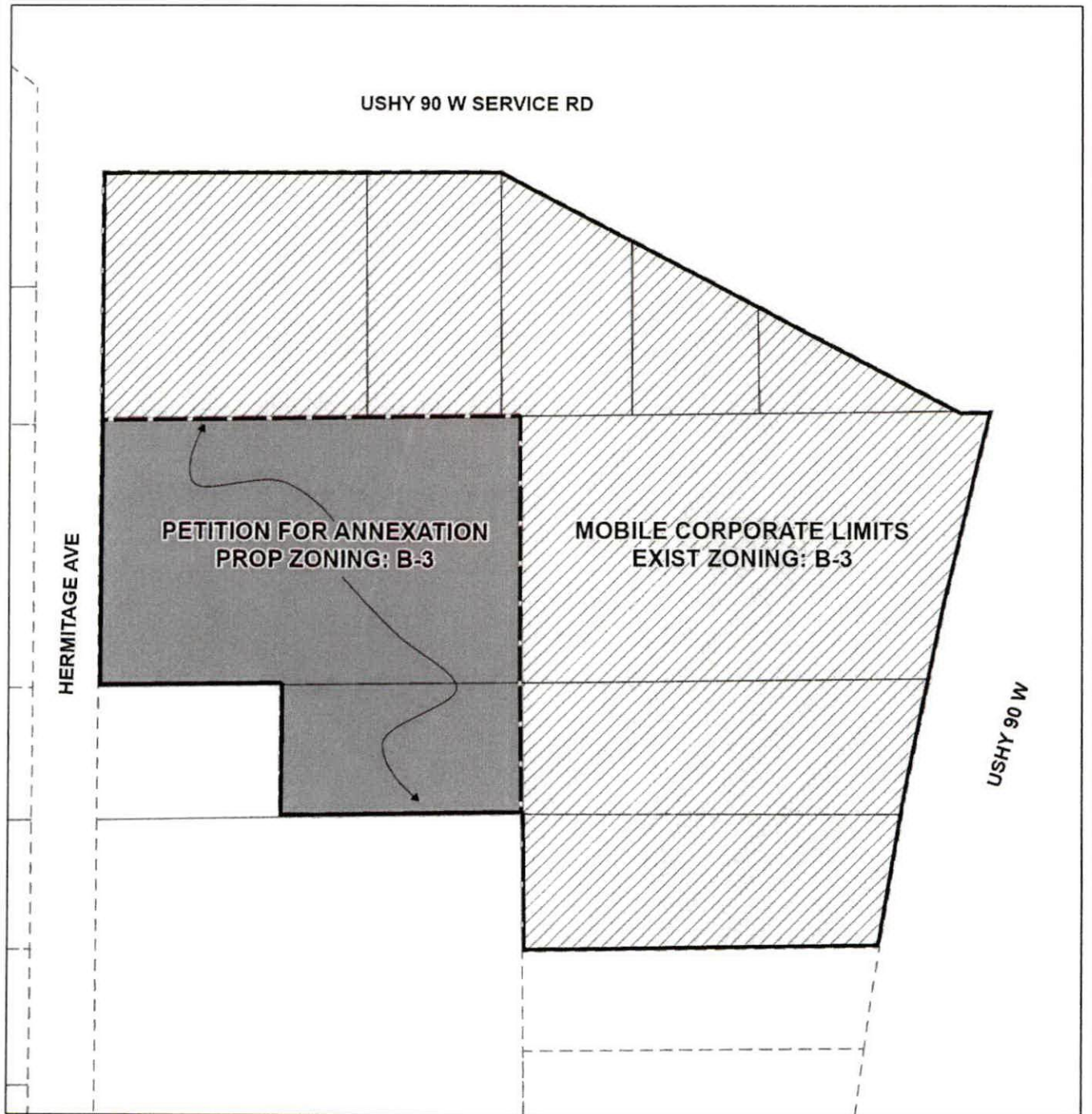


The site plan illustrates the proposed buildings, parking, and drives.

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APPLICANT	KD Tillmans Corner, LLC / MS One, LLC		
REQUEST	Pre-Zoning to B-3		

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DETAIL SITE PLAN



APPLICATION NUMBER 9 DATE July 18, 2024

APPLICANT KD Tillmans Corner, LLC / MS One, LLC

REQUEST Pre-Zoning to B-3



NTS

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

Zoning District Correspondence Matrix

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

DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District

Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.