



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, September 10, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Public Safety Chaplain Patricia Evans

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

September 3, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Shelisskia Melton for a waiver of the Noise Ordinance at Mardi Gras Park

on October 19, 2024, from 8:00 a.m. - 2:00 p.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to consider the proposed modification of a previously approved Planned Unit Development for property located at 1480 Satchel Paige Drive (District 4).

Public hearing to consider the proposed Conditional Use Permit for the property located at 6411 Howells Ferry Road (District 7).

Public hearing to consider the proposed rezoning of the property located at 6411 Howells Ferry Road from R-3 to R-3 (District 7).

Public hearing to declare the structure at 505 Chin Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1267 Congress Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1289 Carlton Acres E. a public nuisance and order it demolished/secured (District 3).

Public hearing to declare the structure at 2010 Victory Drive W. a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1009 Washington Avenue S. a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 4885 Dan Williams Road a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 5937 Westhaven Drive S. a public nuisance and order it demolished (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Rena Chapa - Comments about public safety in Mobile.

Charles Williams - Drag racing on Paper Mill Road.

Lamar Brady - Paper Mill road drag racing.

Melissa Gates - Comments about the Mobile Public Library.

Christopher Williams, Sr. - Drag racing issue and shooting in Africatown.

Ramsey Sprague - Concerns about drag racing on Paper Mill Road.

Sabrina Mass - Housing, ARPA, mismanagement of funds, and public safety.

Toni Keener - Funding to the Mobile Public Library Board.

12. ORDINANCES HELD OVER

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

13. CIP RESOLUTIONS HELD OVER

01-850 Authorize contract with Watermark Design Group, LLC for Taylor Park Community Center Improvements; \$470,000.00 (sponsored by Mayor Stimpson and Councilmember Small) (submitted by Cassie Boatwright, REAM).

21-851 Authorize contract with Chris Brewer Contracting, Inc. for 2024 City Wide CIP Sidewalk Repairs & Maintenance; \$926,724.66 (sponsored by Mayor Stimpson and Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory) (submitted by Nick Amberger, Engineering Dept.)

14. RESOLUTIONS HELD OVER

01-852 Authorize agreement with Jaguar Consulting, LLC for History Museum of Mobile - Chiller Replacement; \$22,000.00 (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Cassie Boatwright, REAM).

01-853 Authorize Subaward Grant Agreement - Amendment #2 with the State of Alabama for Mobile Area Storm Water Mapping & Resiliency Planning (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs and Project Mgmt.).

01- 854 Authorize agreement with Alabama Department of Transportation for the Dauphin Street Congestion Management Project from Sage Ave. to Springhill Hospital (sponsored by Mayor Stimpson and Councilmembers Penn, Daves, and Gregory).

01-855 Authorize amendment to Agreement with Community of Mobile, Inc. for Old Shell Road Overpass; \$25,000.00 (sponsored by Mayor Stimpson and Councilmember Penn)

(submitted by Nick Amberger, Engineering Dept.).

08-856 Approve purchase order to Placer Labs, Inc for subscription to Placer.AI data services for strategic initiatives; \$35,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-857 Approve purchase order to Savant Learning Systems, d/b/a Virtual Academy, for subscription for virtual peace officer training for MPD; \$20,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-858 Approve purchase order to Faro Technology for subscription for 3D visual software, equipment, and support services for MPD; \$16,280.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-859 Adopt the 2024-2025 General Fund, Capital Improvement Fund, and Convention Center Fund Budgets (sponsored by Mayor Stimpson) (submitted by Richard Moore, Finance Dept.).

21-860 Authorize contract amendment No.2 with Mott MacDonald Alabama, LLC for Dauphin Street ALDOT project; increase of \$68,011.00 (sponsored by Mayor Stimpson and Councilmembers Penn, Daves, and Gregory) (submitted by Nick Amberger, Engineering Dept.).

25-861 Authorize Non-Exclusive Access Easement and Right of Way Agreement for access to 4231 Shipyard Road (sponsored by Mayor Stimpson and Councilmember Reynolds) (submitted by Carleen Stout-Clark, REAM).

60-862 Authorize Settlement Agreement and Release of Claim; Gouws (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-863 Authorize Settlement Agreement and Release of Claim; Driscoll (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-864 Authorize Settlement Agreement and Release of Claim; Hawkins (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

64-050 Consider the proposed modification of a previously approved Planned Unit Development for property located at 1480 Satchel Paige Drive (sponsored by Councilmember Reynolds).

64-051 Consider the proposed Conditional Use Permit for the property located at

6411 Howells Ferry Road (Councilmember Gregory).

64-052 Consider the proposed rezoning of the property located at 6411 Howells Ferry Road from R-3 to R-3 (Councilmember Gregory).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-866 Appoint Kristin Pfeffle, Cory Bronenkamp, and Irving Silver to the Spring Hill College Educational Building Authority (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

09-867 Transfer funds from District 3 Discretionary Account to the Mobile Police Department Special Ops account that was used to assist with the "DIP Christmas Parade" (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

37-868 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (On or Off Premises) License to K and D Seafood; 4940 Government Boulevard (sponsored by Councilmember Reynolds).

37-869 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor - Class II License to K and C Package Store; 510 S. Broad Street (sponsored by Councilmember Carroll).

40-870 Declare the structure at 505 Chin Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-871 Declare the structure at 1267 Congress Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-872 Declare the structure at 1289 Carlton Acres E. a public nuisance and order it demolished/secured (sponsored by Councilmember Small).

40-873 Declare the structure at 2010 Victory Drive W. a public nuisance and order it demolished (sponsored by Councilmember Small).

40-874 Declare the structure at 1009 Washington Avenue S. a public nuisance and order it demolished (sponsored by Councilmember Small).

40-875 Declare the structure at 4885 Dan Williams Road a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-876 Declare the structure at 5937 Westhaven Drive S. a public nuisance and order it demolished (sponsored by Councilmember Gregory).

58-877 Declare Weeds Noxious, Weed Lien Group 1660

60-878 Correct the purpose stated in Resolution 60-788 and determine the appropriation serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-879 Determine an appropriation to St. Francis Xavier Parish, Mobile serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-880 Determine an appropriation to Hand Up Charities serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-881 Determine an appropriation to B.C. Rain High School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-882 Determine an appropriation to United Methodist Inner City Mission of Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-883 Approve award of special bonus to the Officer of the Month; Johnson (sponsored by Mayor Stimpson) (submitted by William Jackson, Interim Chief of Police).

17. CIP RESOLUTIONS INTRODUCED

08-884 Approve purchase order to Jubilee Flooring & Decorating Inc. for wood floor at Connie Hudson Mobile Regional Senior Community Center for Building Services; \$18,450.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-885 Transfer \$100,000.00 from CIP Signal Detection Citywide to Grant Match Holding Account to be used as match for Alabama Department of Transportation grant (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering)

18. RESOLUTIONS BEING INTRODUCED

08-886 Approve purchase order to Kone, Inc. for Convention Center escalator motor repair; \$49,828.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-887 Approve purchase order to BC Fabrication, LLC for aluminum traffic signal generator enclosures for Traffic Engineering; \$25,300.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-888 Approve purchase order to VC3 Inc. for annual renewal of data security, backup, and recovery services for MIT; \$126,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-889 Approve purchase order to Vector Solutions, Inc. for annual renewal of learning, performance management, and apparatus software for MFRD; \$71,959.10 (sponsored by Councilmember Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-890 Approve purchase order to Sansom Equipment Co., Inc. for street sweepers for Public Services; \$1,169,392.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-891 Approve purchase order to North American Fire Equipment Co Inc. for fire hose for MFRD; \$66,545.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-892 Transfer funds from General Fund, Administrative Services to Capital Project Fund For Bic/document Storage; \$400,000.00 (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services).

21-893 Authorize contract with Michael Baker International, Inc. for miscellaneous drainage repairs; \$120,500.00 (sponsored by Mayor Stimpson and Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory) (submitted by Nick Amberger, Engineering Dept.).

25-894 Grant a permanent nonexclusive easement to CSX Transportation Inc. for the construction, operation, inspection, maintenance, replacement, and removal of a rail transportation track facility (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Nick Amberger, Engineering and Carleen Stout, REAM).

19. CALL FOR PUBLIC HEARINGS

41-895 Call for public hearing to consider assenting to the vacation of a portion of right-of-way located on Ellis Avenue (scheduled for October 9, 2024) (District 2).

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: Shelisskia Melton

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-533-1717 Cell Number: _____

Organization (if applicable) Melton Health & Faith 9th Annual Healthy Lifestyle 5K/1Mile Fun

Mailing Address of Applicant 2936 W. Turner Rd, Whistler, AL 36612

Telephone No. 251-533-1717 E-mail address Smelton652@comcast.net

Location or address of event where amplification will be used:

Mardi Gras Park; 109 Government Street, Mobile, AL 36602

Date of Event: 10/19/2024 Starting Time: 8:00 am Ending Time 2:00 pm

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

Type of Event: Event promoting healthy lifestyle awareness

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 SEP 12 AM 7:52

CityofMobile.org: Addressing City Council Submission

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

Wed 9/4/2024 8:10 PM

To:City Clerk <cityclerk@cityofmobile.org>

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

Name: Rena Chapa

Date To Address Council: 2024-09-10

Address: 5725 Old Pascagoula Rd

Email: katrinachapa000@gmail.com

Phone: 2518022122

Subject And Specific Questions: Public Safety

Pertain To City Business: Public Safety

Signature: Rena Chapa

Signature Verify: X

Agree: X

Date Submitted: 2024-09-04 20:10:03

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

CityofMobile.org: Addressing City Council Submission

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

Thu 9/5/2024 11:12 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: Lamar Brady

Date To Address Council: 2024-09-10

Address: 664 Shelby St, Mobile, AL 36610

Email: pastorbrady001@aol.com

Phone: 251-656-3023

Subject And Specific Questions: Paper Mill Road drag racing

Pertain To City Business: The city needs to do something more to deal with it.

Signature: Lamar Brady

Signature Verify: X

Agree: X

Date Submitted: 2024-09-05 11:12:07

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

CityofMobile.org: Addressing City Council Submission

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

Thu 9/5/2024 11:15 AM

To: City Clerk <cityclerk@cityofmobile.org>

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

Name: Melissa Gates

Date To Address Council: 2024-09-10

Address: 1280 Rigby Rd 36608

Email: missytg88@gmail.com

Phone: 251-680-2613

Subject And Specific Questions: Mobile Public Libraries

Pertain To City Business: The city council is responsible because they appoint the members of the board. The City Library Board is funded partly by the city council.

Signature: Melissa Gates

Signature Verify: X

Agree: X

Date Submitted: 2024-09-05 11:15:09

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

Re: CityofMobile.org: Addressing City Council Submission

City Clerk <cityclerk@cityofmobile.org>

Thu 9/5/2024 11:48 AM

To: Melissa Gates <missytg88@gmail.com>

Afternoon,

Please be more specific about your subject. What about the Mobile Public Library do you want to address?

Kindly,

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>**Sent:** Thursday, September 5, 2024 11:15 AM**To:** City Clerk <cityclerk@cityofmobile.org>**Subject:** CityofMobile.org: Addressing City Council Submission

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

Name: Melissa Gates**Date To Address Council:** 2024-09-10**Address:** 1280 Rigby Rd 36608**Email:** missytg88@gmail.com**Phone:** 251-680-2613**Subject And Specific Questions:** Mobile Public Libraries**Pertain To City Business:** The city council is responsible because they appoint the members of the board. The City Library Board is funded partly by the city council.**Signature:** Melissa Gates**Signature Verify:** X**Agree:** X**Date Submitted:** 2024-09-05 11:15:09

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

CityofMobile.org: Addressing City Council Submission

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

Thu 9/5/2024 11:25 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: Christopher L. Williams Sr.

Date To Address Council: 2024-09-10

Address: 851 East St, Mobile, AL 36610

Email: pastorymbc@bellsouth.net

Phone: (251) 421-0809

Subject And Specific Questions: The drag racing and shooting in Africatown

Pertain To City Business: We must work together to address the issue.

Signature: Christopher L. Williams Sr.

Signature Verify: X

Agree: X

Date Submitted: 2024-09-05 11:25:03

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

CityofMobile.org: Addressing City Council Submission

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

Thu 9/5/2024 11:30 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: Ramsey Sprague

Date To Address Council: 2024-09-10

Address: 63 S Fulton Street

Email: profe.ramsey@gmail.com

Phone: 251.593.2488

Subject And Specific Questions: What can be done immediately to address the drag racing attracting design of Paper Mill Road?

Pertain To City Business: Complaints have been going to city officials and police for many years since Paper Mill Road's redesign. Although something should have been done sooner, after the shooting, something must be done.

Signature: Ramsey Sprague

Signature Verify: X

Agree: X

Date Submitted: 2024-09-05 11:30:38

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

CityofMobile.org: Addressing City Council Submission

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

Thu 9/5/2024 12:29 PM

To: City Clerk <cityclerk@cityofmobile.org>

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

Name: Sabrina Mass

Date To Address Council: 2024-09-10

Address: 1050 Belvedere Circle West

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Housing and displaced, ARPA, mismanagement of funds, public safety.

Pertain To City Business: Taxpayer

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2024-09-05 12:28:54

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

Re: CityofMobile.org: Addressing City Council Submission

City Clerk <cityclerk@cityofmobile.org>

Thu 9/5/2024 1:26 PM

To:RestoreTheConstitution@protonmail.com <RestoreTheConstitution@protonmail.com>

The Library Board is appointed by the City Council and is responsible for approving the Library's budget, policy oversight, contracts, construction or leasing of facilities, and employment of the Director. The Board typically meets monthly on **the fourth Wednesday of the month**.

You may speak about the funding to the Mobile Library Board, but the Council does not have oversight over the materials in the library.

Kindly,

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

Sent: Thursday, September 5, 2024 12:33 PM

To: City Clerk <cityclerk@cityofmobile.org>

Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Toni Keener

Date To Address Council: 2024-09-10

Address: 7255 Bull Pen Circle, Mobile, AL 36695

Email: RestoreTheConstitution@protonmail.com

Phone: 251-401-1575

Subject And Specific Questions: Library materials

Pertain To City Business: Oversight of the funding and function of the library.

Signature: Toni Keener

Signature Verify: X

Agree: X

Date Submitted: 2024-09-05 12:33:38

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 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

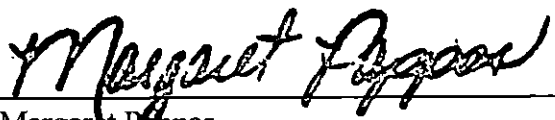
The advertising fee for this application based on the current legal description is **\$434.34**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

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 August 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

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

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.

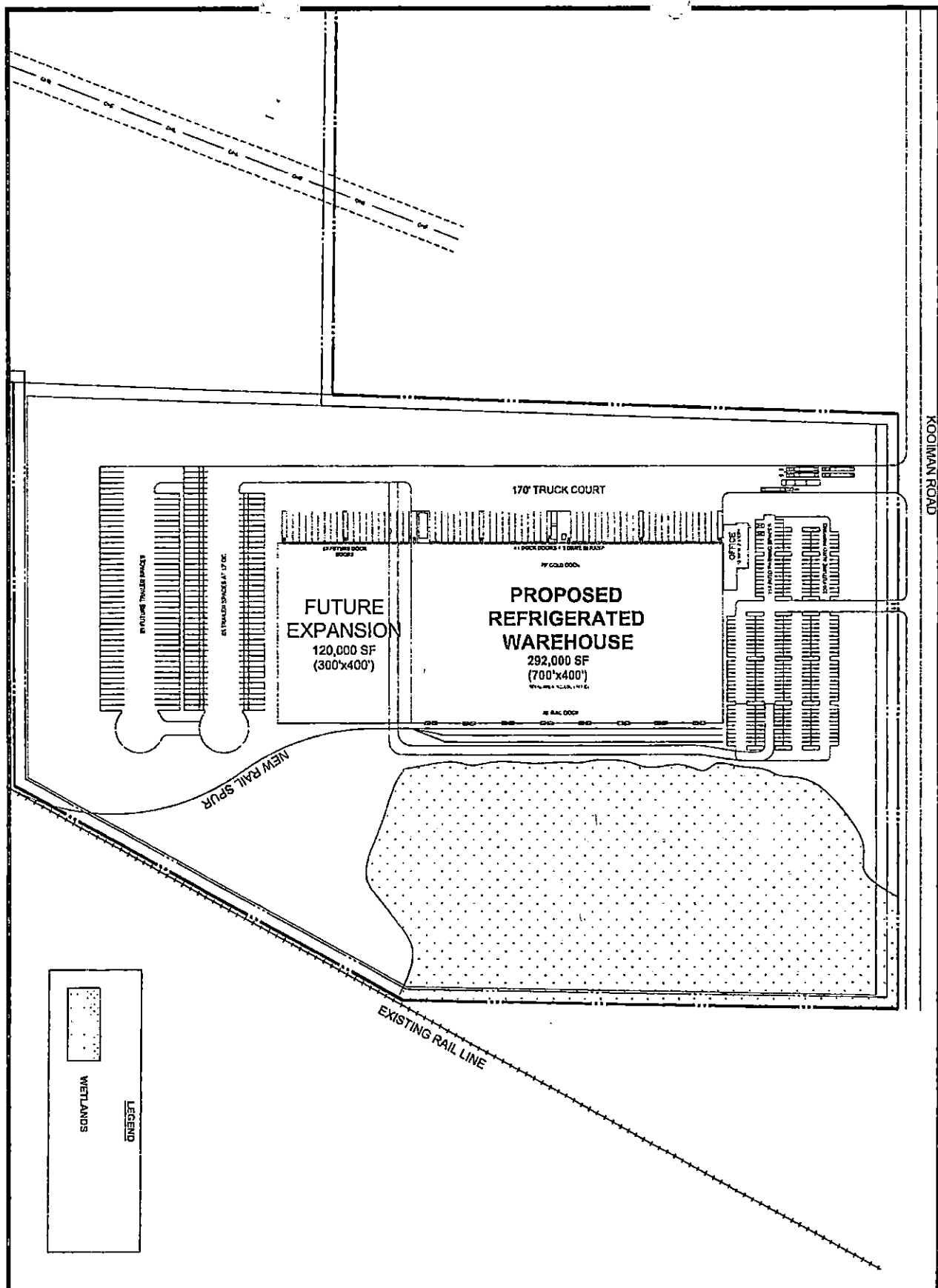
ATTACHMENT "A"

- 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



May 3, 2024

Urban Development Department

Planning Section

P.O. Box 1827

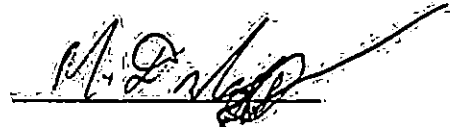
Mobile, AL 36633

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.

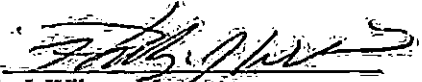
By: 
Philip J. Wilson, Manager

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.
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Bellevue, WA 98008

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Springhill College Foundation
& Tamada, LLC
P.O. Box 13519
Arlington, TX
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 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

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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

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.
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Thank You,

Logan Anderson

Principal Planner

Planning & Zoning

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The 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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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

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

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 numbers 3308341000002XXX and 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

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.

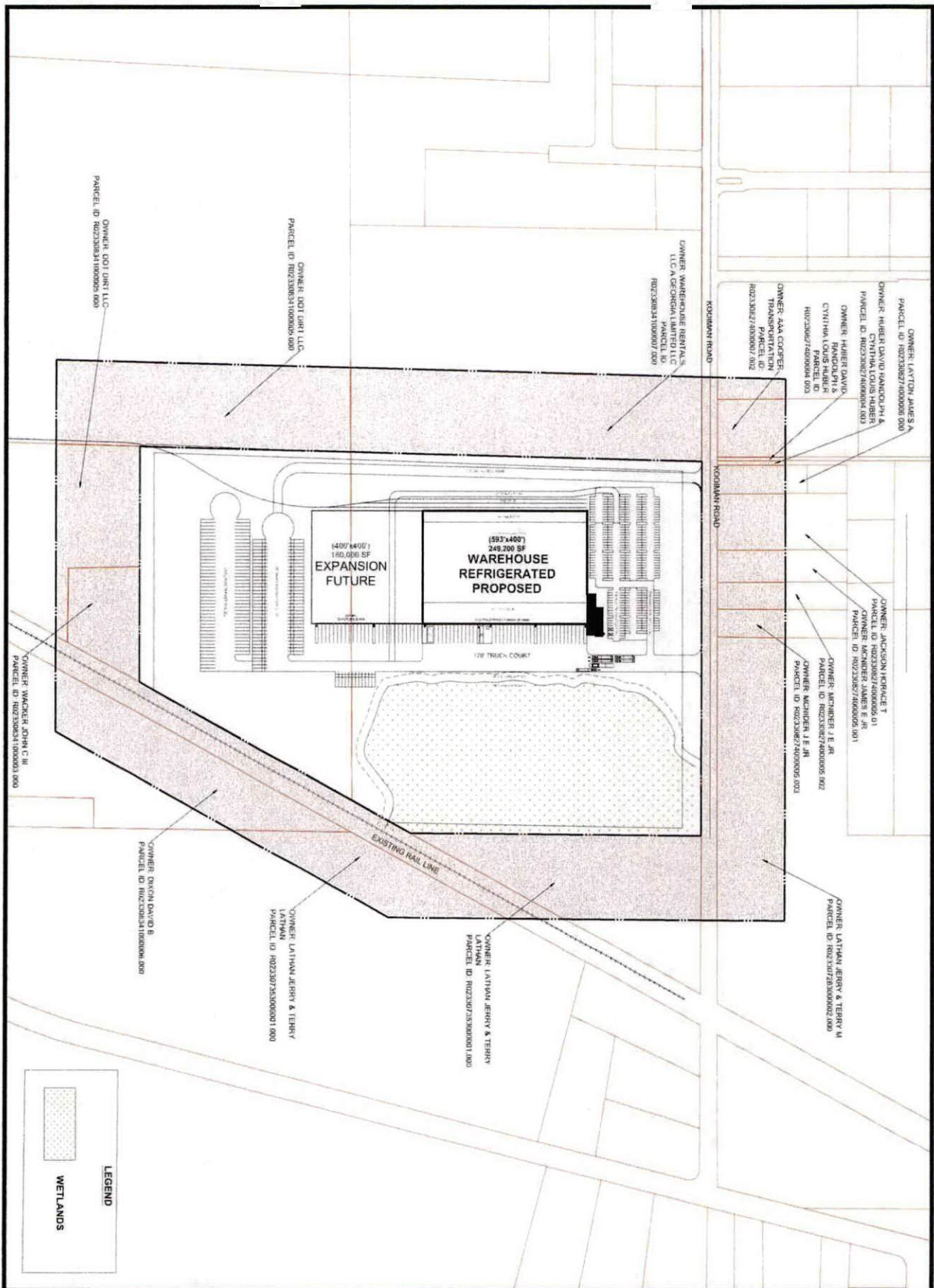
Meeting Discussion:

- 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

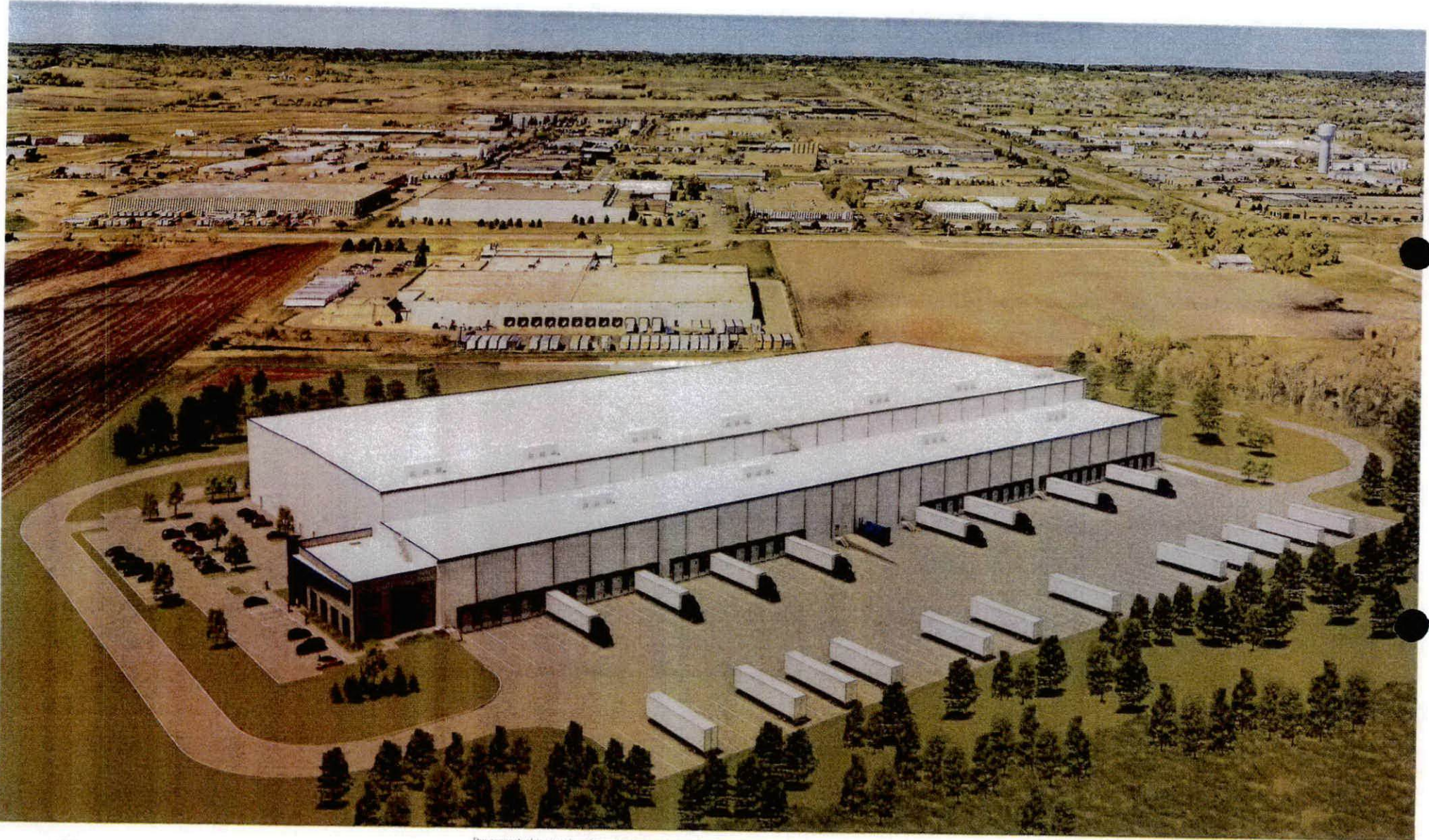
didn't have a long enough green time for traffic west bound on Kooiman trying to continue onto Hwy 90. The project representatives expressed that a traffic study would be completed as part of this project and that the forementioned intersection would be one of the study points of the traffic study.

- 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 siting 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

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 10:07 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.

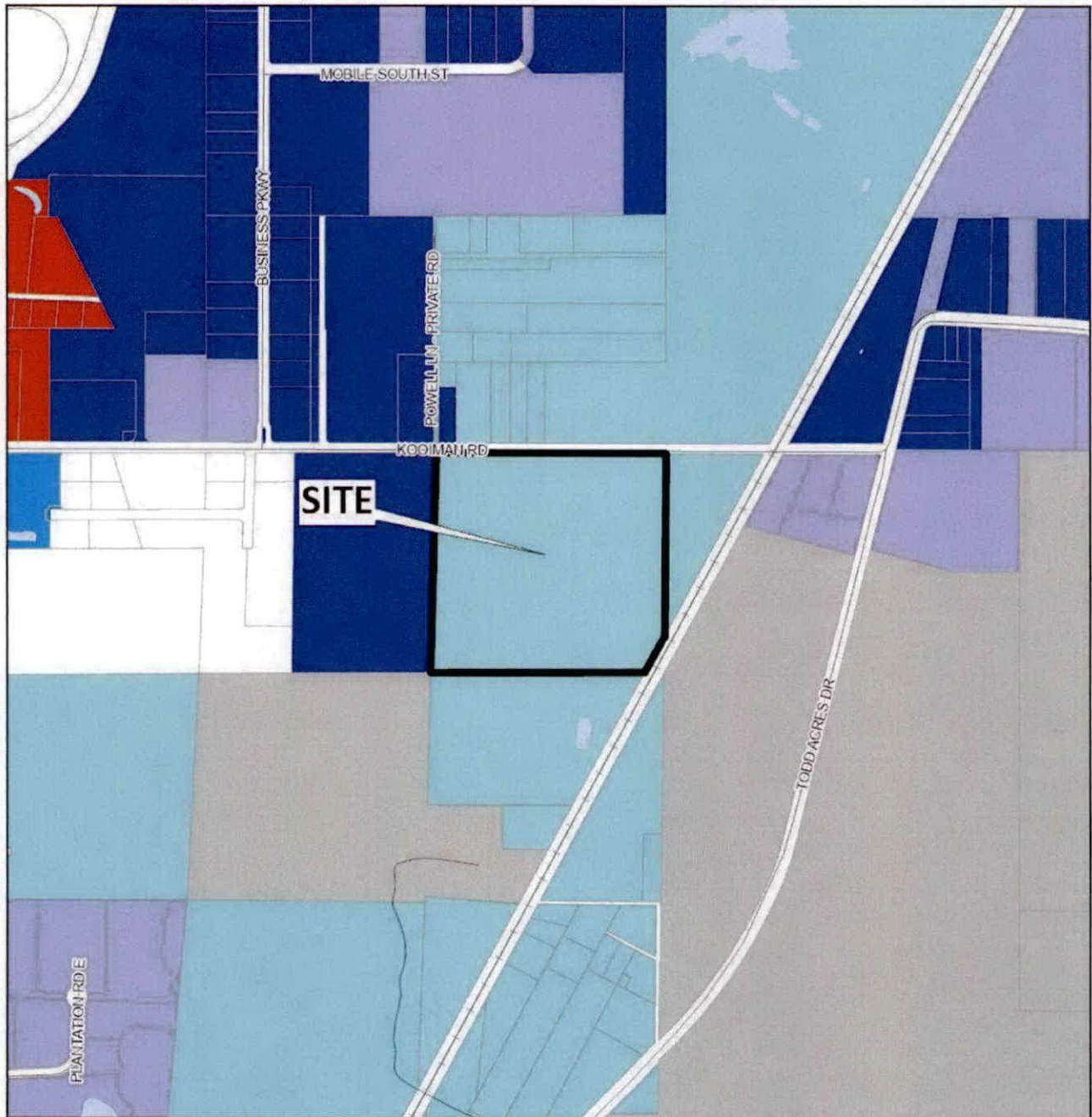
The applicant's responses to address the above criteria are available in the link on page one (1).

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

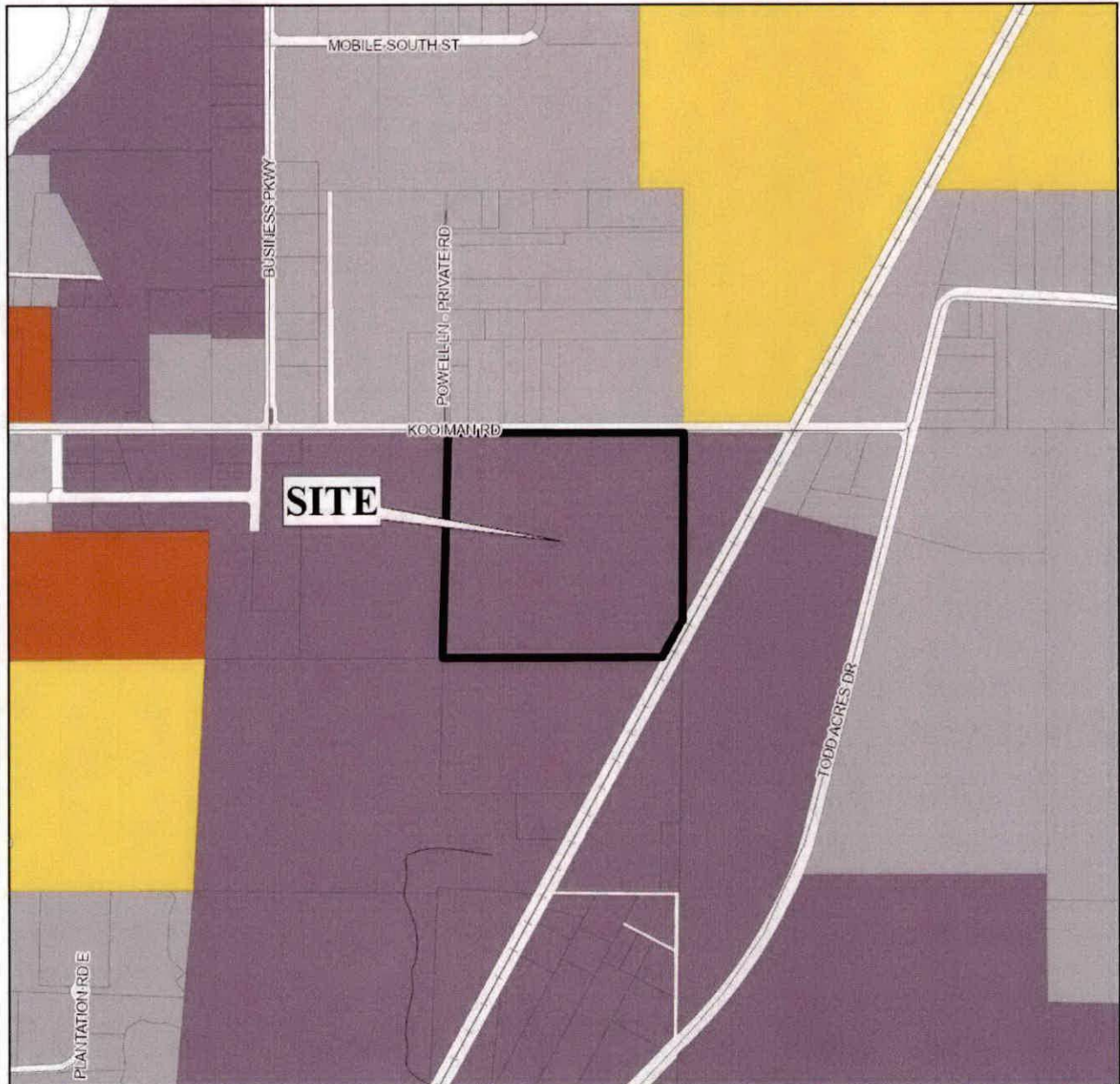
APPLICANT AL Mobile Kooiman I, LLC

REQUEST Rezoning from R-A to B-5



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 21 DATE June 20, 2024

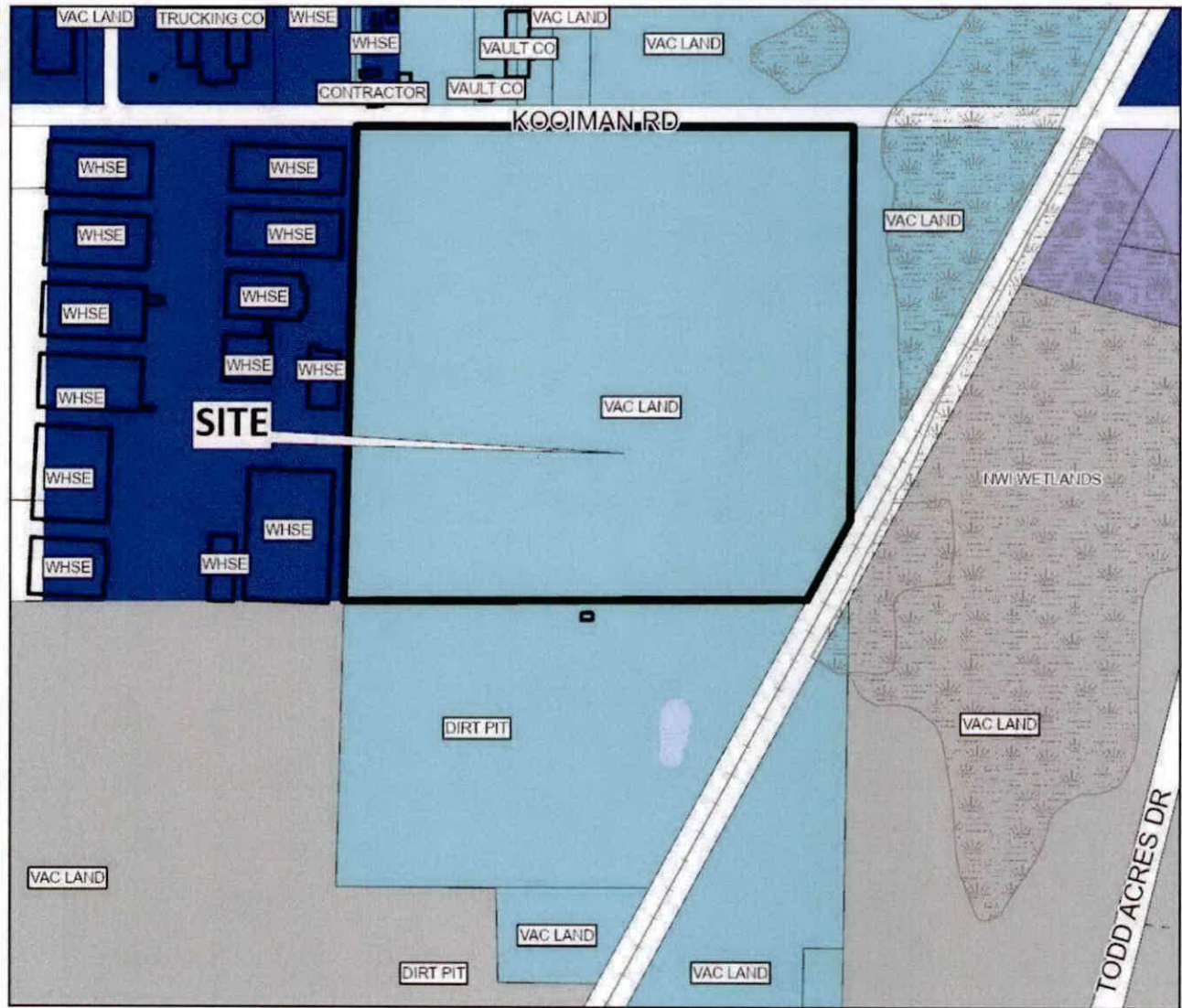
APPLICANT AL Mobile Kooiman I, LLC

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

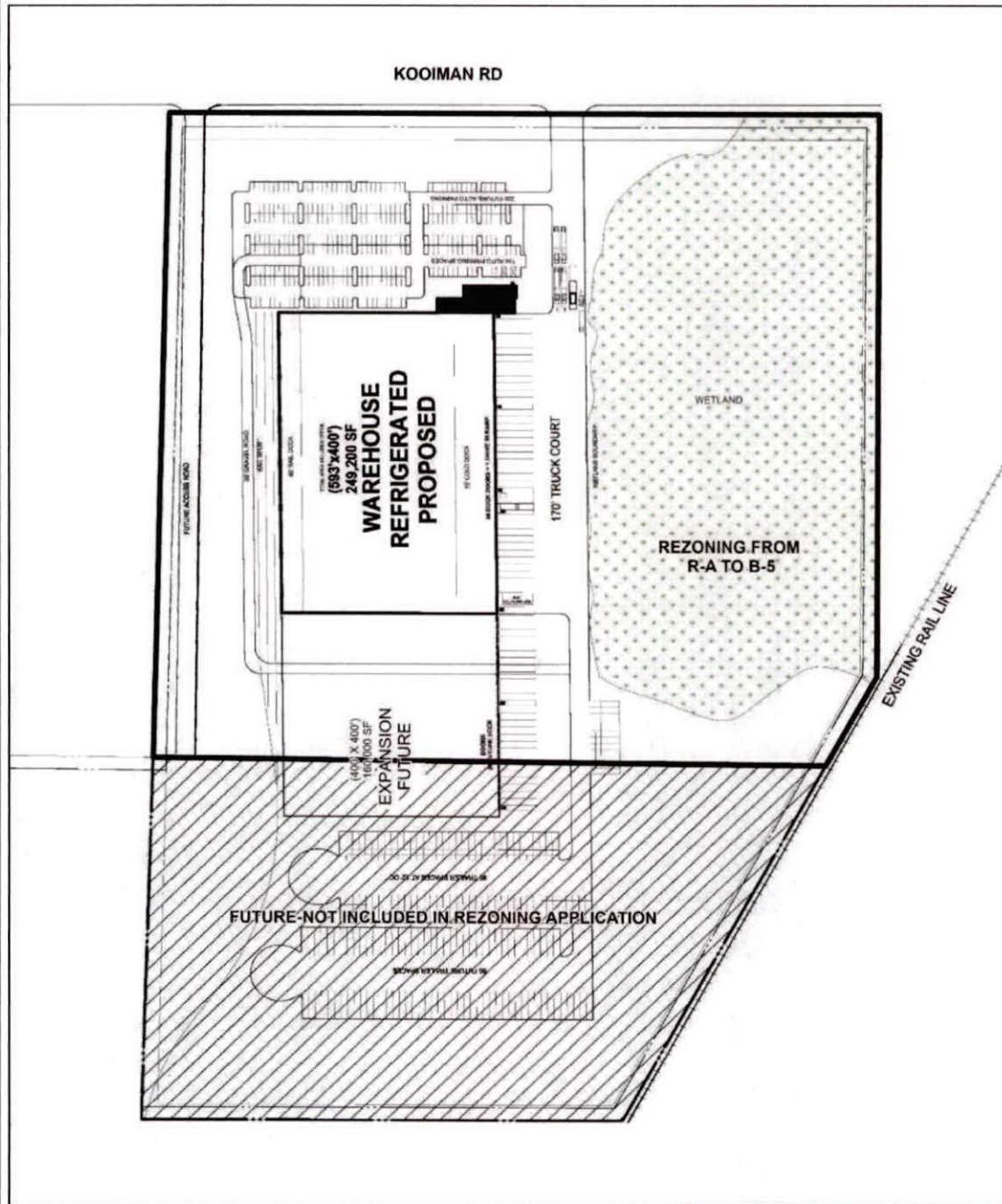
APPLICANT AL Mobile Kooiman I, LLC

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
APPLICANT	AL Mobile Kooiman I, LLC		
REQUEST	Rezoning from R-A to B-5		



NTS

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



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5036

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Taylor Park – Community Center Improvements

CAPITAL PROJECT #: C0538 (20002000-42200)

CONTRACT AMOUNT: \$470,000.00 DATE OF
RECEIPT: 8/1/2024

ARCHITECTURAL ENGINEERING PROJECT #: PR-003-24

PROJECT DESCRIPTION: Planning and Design related services for improvements at the Taylor Park Community Center.

VENDOR NAME: Watermark Design Group, LLC

VENDOR
NUMBER: 271288

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 ____ N X ; 5% of the 1st 50%
____ or

If different, indicate special

rate _____

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

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

Prepared by: Emma Dean – Office Assistant I

Date: 07/19/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember C.J. Small

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, 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: Watermark Design Group, LLC

Project Name: CIP Taylor Park – Community Center Improvements

Project Number: PR-003-24

Amount: \$470,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Taylor Park – Community Center Improvements

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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 ___ N X ; 5% of the 1st 50% ___ or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/19/2024

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:
(Name, legal status, address and other information)

Watermark Design Group, LLC
2410 Dauphin Street, Bldg B
Mobile, AL 36607
City of Mobile Business License No.: 54823
Secretary of State Registration No.: 000-601-999

for the following Project:
(Name, location and detailed description)

Taylor Park – Community Center Improvements
1050 Baltimore Street
Mobile, Alabama 36605
Project Number: PR-003-24
Scope: Planning and Design related services for the improvements at the
Taylor Park Community Center

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 Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Taylor Park – Community Center Improvements and in Exhibit 1, Insurance Requirements.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the consultant's fee proposal dated June 17, 2024, respectively.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Planning and Design related services for the improvements at the Taylor Park Community Center.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The estimated cost of construction at Taylor Park – New Community Center 1050 Baltimore Street Mobile, Alabama 36605 is Six Million Five Hundred Thousand 00/100 Dollars (\$6,500,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

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User Notes:

(2053334344)

Page 88 of 1039

Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within One Hundred Eighty (180) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Director, REAM
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:

(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtown Loop North, Suite H
Mobile, AL 36609

Init.

.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Nicholas W. Gray, Assoc. AIA
Watermark Design Group, LLC
2410 Dauphin Street, Bldg B
Mobile, AL 36607
ngray@watermarkarch.com
251-344-5515

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

Watermark Design Group, LLC
2410 Dauphin Street, Bldg B
Mobile, AL 36607

.2 MED Engineer:

Jaguar Consulting, LLC
8658 Capital Dr. North
Mobile, AL 36695

.3 Structural Engineer:

Thompson Engineering Inc.
2970 Cottage Hill Rd.
Mobile, AL 36606

.4 Civil Engineering and Landscape Architecture:

Kimley-Horn and Associates, Inc.
11 North Water Street
RSA Battle House Tower
Suite 10290
Mobile AL 36602

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

(Paragraph deleted)

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

- .1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.
- .2 Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee
- .3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

5. Professional Liability Insurance:

- .1 Projects \$0-\$1,000,000, \$1,000,000 annual aggregate

6. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

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

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

- .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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

§ 8.1.6 Standard of Performance:

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

§ 8.1.7 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 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

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the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 **COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
 (Insert amount)
 - A. Task 1 – Programming Services: \$80,000.00
 - B. Task 2 – Basic Design Services: \$390,000.00

- A. Total Contract Amount: (not to exceed) \$470,000.00

- .2 Percentage Basis
 (Insert percentage value)

 N/A

- .3 Other

(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20 %)
Design Development Phase	Thirty	percent (30 %)
Construction Documents Phase	Fifty	percent (50 %)

Total Basic Compensation	one hundred	percent (100 %)
--------------------------	-------------	------------------

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category

Rate (\$0.00)

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

- .1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.
- .2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.
- .3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.
- .4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
 - a. Proposal for Architectural Services, Exhibit A
 - b. Insurance Requirements, Exhibit 1
 - c. Architect's E-Verify Documentation
 - d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

§ 15.1 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.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant 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.

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ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 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.

ARTICLE 18 For the purposes of articles 8.1.6, 8.1..5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract-Consultant:

Watermark Design Group, LLC

OWNER (Signature)



ARCHITECT (Signature)

William S. Stimpson, Mayor
(Printed name and title)

John A. McArthur III, AIA

Principal Architect / President

(Printed name, title, and license number, if required)

ATTEST:

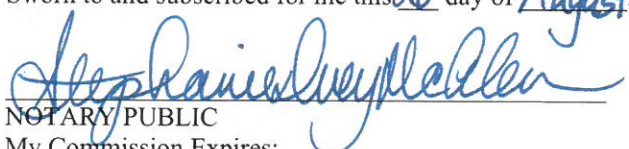
City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **John A. McArthur III, AIA** as **Principal Architect / President** of **Watermark Design Group, LLC** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of

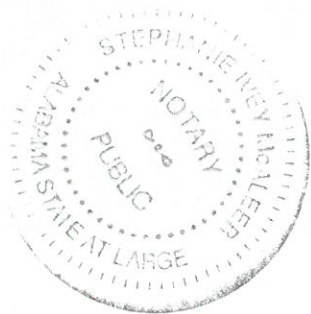
Sworn to and subscribed for me this 20 day of August, 2024



NOTARY PUBLIC

My Commission Expires: _____

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026



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June 17, 2024

Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36633

Attention: Shannon McIntyre

Regarding: Proposal for Professional Design Services
Taylor Park Community Center

Shannon,
Watermark Design Group, LLC (Watermark) is pleased to provide the City of Mobile with the proposal outlined herein for the Planning and Design related services for the improvements at the Taylor Park Community Center located at 50 Baltimore Street, Mobile, AL 36605.

Project Understanding

Our proposal was developed based on an understanding that the City of Mobile is looking to develop the following improvements: new Community Center, new entrance, additional site parking and lighting, roadway connection to Gayle Street, and additional site drainage improvements. It is also our understanding that the overall design elements have not been fully defined and the City will further define the scope of services and work within a programming phase.



Figure 1: Existing Taylor Park.

Work Activities and Deliverables

The project team sets a trajectory for success during the first stage of the design process. Our team employs an integrated design approach that builds upon the expertise of each team member, beginning with the initial meetings and crucial early stages of the design process. We advocate for a transparent and collaborative process that includes the City of Mobile staff, design professionals, and local user groups to better inform project decisions and strengthen the richness of thought infused into the project.

Team Members:

Watermark Design Group – Architecture and Project Management.

Thompson Engineering – Structural Engineering

Kimley-Horn – Civil Engineering, Landscape Architecture

Jaguar Consulting – Mechanical, Plumbing, Fire protection, and Electrical Engineering

The following tasks are the proposed design phases with an outline of the activities and examples of deliverables that we anticipate using for this project.

Programming / Pre-Design Phase (Task 1)

- Our team proposes to provide Programming and Pre-Design Services for the project. These services were estimated using a history of similar projects. Our team will perform these programmatic services on a time and materials basis, with a not-to-exceed amount unless approved by the Owner.
- Identifying the physical and aesthetic desires for the park expansion and facilities is a fundamental activity that must be completed early to ensure that design efforts address the needs of City of Mobile. In order to do so, we are including programming and a comprehensive site inventory and analysis in this proposal. Programming is a critical component to fully understand the project as a whole and how the separate design elements fit within the overall context of the site. Developing the program allows us to understand the goals and vision for this project and the site inventory and analysis allows us to understand the existing conditions.
- During this phase, an updated projection of probable cost will be prepared and submitted for review.

— Assumptions/Exclusions

- A survey is not included as the Owner mentioned providing one from a previous project. If not inclusive, additional fees could apply.
- This does not include any effort and/or fees associated with any additional environmental assessments such as wetland delineations, threatened and endangered species, cultural resource surveys, etc.
- This does not include any efforts or fees associated with use of ground penetrating radar or other subsurface utility locating services.

Basic Design Services Phase (Task 2)

- The next step in the process will be the development of the contract documents for the overall design of the Community Center and the park. Much of this process will be informed by the programming and pre-design work identified in Task 1. The project team is proposing to complete this Task by using an industry standard design process: Schematic Design, Design Development, and Construction Documents.
- The project team will collaborate with the City of Mobile staff to develop a Schematic Design plan that exhibits the general scope, layout and character of the project based on the programming phase results.
- After receiving approval from the City of Mobile on the final Schematic Design plan, the project team shall prepare more in-depth design drawings. The major components of the site layout may include roadway design, entrance signage, low impact design techniques, landscape planting plans, construction materials selection, structural, mechanical, electrical and plumbing systems, utility design, and site furnishings are incorporated into the design and any major details are refined. The program is further developed to include access and security functions and technology requirements.
- During this phase, a projection of probable cost will be prepared and submitted for review.
- Drawings for all disciplines are developed to the level of detail necessary for permitting, bidding and construction. Technical specifications are developed to dictate the level of material quality and workmanship. Bidding requirements, construction contracts and associated general and supplemental conditions provide instructions for submitting a responsive bid and establish the details of the relationship between the City and Contractor and the role of the Architect/Engineer during the construction phase of the project.

– Assumptions/Exclusions

- All design elements will be taken through the Construction Documents phase.
- Any permitting and/or review fees (Land Disturbance, Right of Way, or Building) will be submitted as a reimbursable.
- City of Mobile standard “Front End” Bidding and Contract Documents will be provided by the City for inclusion in the Project Manual.

General Assumptions and Exclusions

- The Bidding and Contract Support Phase services will be provided under a future proposal and Amendment or Contract Agreement.
- The Construction Administration Phase services will be provided under a future proposal and Amendment or Contract Agreement.
- Construction Materials Testing and Special Inspection Services for the project will be provided under a future proposal and Amendment or Contract Agreement.

Summary of Cost & Professional Services Fees

For Development of this proposal, we have assumed a 8,000 SF Community Center building footprint, and upgrades (drainage, accessibility, lighting, and parking) to the nearly 5-acre park site. Based on the City's anticipated budget of \$6.5M for Overall Project Costs, we propose a 6% fee for the basic design services with an additional 2% fee for Programming Services and an additional 2% fee for construction administration and the required DBE participation.

Fee Breakdown	
Task 1 – Programming Services	\$80,000.00
Task 2 – Basic Design Services	\$390,000.00
Total for Professional Services:	\$470,000.00

*Note: Permitting, Bidding and Procurement, Construction Administration, CMT Testing, and Special Inspection Services will not be provided as a portion of this proposal. If these services are needed, a separate proposal can be provided for review and approval by the Owner prior to initiation of those services. Please note, this proposal is good for 30 days from the date issued. If the assumptions stated above should change, and the facility grows larger or smaller than the anticipated size, we would request an opportunity to discuss Amendments to the Contract with the City.

Schedule

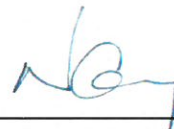
We are prepared to commence work within 30 days of receiving a fully executed contract. We anticipate that the design for this project could be completed within 6 months (180 days) barring any unforeseen delays.

The Watermark team is excited about the opportunity to be a part in helping expand and shape the future of this park. If you have any additional questions or need any clarification on this proposal, please feel free to reach out to me at ngray@watermarkarch.com and/or 251-344-5515.

For the Firm,
Watermark Design Group, LLC



John (Sandy) A. McArthur III, AIA
Principal Architect / President



Nicholas W. Gray, Assoc. AIA
Associate Architect /
Project Manager



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.



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

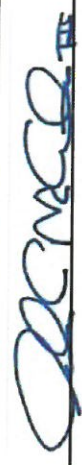
Section I. Information about your company

Company	Watermark Design Group, LLC
Address	2970 Cottage Hill Road, Suite 200 Mobile, AL 36606
Telephone	251-344-5515
E-Mail	ngray@watermarkarch.com

RFP/RFQ Solicitation Number	PR-003-24
Project Description	Taylor Park Community Center
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4 Female 3 Minority 2 Non-minority SDVO
Total #of Employees	7

Subcontractor/Major Supplier Plan submitted by:

Printed Name: John A. McArthur, III (Sandy)

Signature:  Date: 07-08-2024

Title: President / Principal Architect

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: Nicholas Gray Title: Senior Project Manager

Email: ngray@watermarkarch.com Phone: 251-344-5515

Page 2 of 5

Subcontractor/Supplier Plan

4/5/2021



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company _____ Your Bid/Proposal Amount \$ 470,000.00

07/ 08 / 2024 Description Professional Design Services

Name of Bidder/Proposer: Watermark Design Group, LLC

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Watermark Design Group, LLC

Contact Person: Nicholas Gray Phone 251-344-5515 Email ingray@watermarkarch.com

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

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



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. _____



Company ID Number: 569739

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

Employer Watermark Design Group, LLC	
Anne Hirschfeldt	
Name (Please Type or Print)	Title
Electronically Signed	06/14/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	06/14/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Watermark Design Group, LLC
Company Facility Address:	2970 Cottage Hill Road
	Mobile, AL 36606
Company Alternate Address:	
County or Parish:	MOBILE
Employer Identification Number:	631238852



Company ID Number: 569739

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

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

Name:	Sue M Bonds	Fax Number:	(251) 378 - 6164
Telephone Number:	(251) 378 - 6195		
E-mail Address:	sbonds@thompsonengineering.com		
Name:	Anne C Hirschfeldt	Fax Number:	(251) 378 - 6164
Telephone Number:	(251) 666 - 2443		
E-mail Address:	ahirschfeldt@thompsonengineering.com		



Watermark Design Group, LLC	
Entity ID Number	000-601-999
Entity Type	Foreign Limited Liability Company
Principal Address	2970 Cottage Hill Road Suite 200 MOBILE, AL 36606
Principal Mailing Address	2970 Cottage Hill Road Suite 200 MOBILE, AL 36606
Status	Exists
Place of Formation	Delaware
Formation Date	11/19/1999
Qualify Date	11/24/1999
Registered Agent Name	JOHN A. "SANDY" MCARTHUR, III
Registered Office Street Address	2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606
Registered Office Mailing Address	2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606
Nature of Business	ARCHITECTURE
Annual Reports	
Report Year	2023
Transactions	
Transaction Date	02/09/2007
Registered Agent Changed From	KEARLEY, DOUGLAS 2410 DAUPHIN STREET, BLDG B MOBILE,, AL 36607
Transaction Date	12/20/2011
Agent Mailing Address Changed From	* Added
Transaction Date	12/20/2011
Registered Agent Changed From	MUELLER, RICHARD 2970 COTTAGE HILL RD STE 200 MOBILE,, AL 36606
Transaction Date	03/15/2024
Principal Mailing Address Changed From	Not Provided
Transaction Date	03/15/2024
Principal Office Changed From	2410 DAUPHIN STREET, BLDG B MOBILE, AL 36607
Transaction Date	03/29/2024

Watermark Design Group, LLC			
Registered Agent Changed From	CLARKE, JAMES H 2970 COTTAGE HILL RD STE 200 MOBILE, AL 36606		
Scanned Documents			
Purchase Document Copies			
Document Date / Type / Pages	11/24/1999	Certificate of Formation pg.	1
Document Date / Type / Pages	02/09/2007	Registered Agent Change pg.	1
Document Date / Type / Pages	12/20/2011	Registered Agent Change pgs.	2
Document Date / Type / Pages	03/15/2024	Articles of Amendment pgs.	4
Document Date / Type / Pages	03/29/2024	Registered Agent Change pgs.	2

New Search



THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 E-MAIL ADDRESS: afoster@turnerfirst.com FAX (A/C, No): (334) 244-0350														
INSURED Watermark Design Group, LLC 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich American Insurance Co.</td><td>16535</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Co.	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 3534778-02	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		X	BAP 3534779-02	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3534777-02	2/1/2024	2/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Auto Physical Damage			BAP 3534779-02	2/1/2024	2/1/2025	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: PR-003-24 (Taylor Park - New Community Center)

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cadence Insurance, a Gallagher Company
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage**PHONE**
(A/C, No, Ext): 8002770856**FAX**
(A/C, No): 228-863-1957**E-MAIL ADDRESS:** patty.savage@cadenceinsurance.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Beazley Insurance Company, Inc.

37540

INSURER B: Travelers Property Casualty Co of America

25674

INSURER C:**INSURER D:****INSURER E:****INSURER F:**

INSURED
Watermark Design Group, LLC
2970 Cottage Hill Rd Ste 200
Mobile AL 36606

THOMINC-03

COVERAGES**CERTIFICATE NUMBER:** 960605696**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP8S42687024NF	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			C1D697240801	2/1/2024	2/1/2025	Per Claim Aggregate 2,000,000 2,000,000

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

NOTE: Umbrella Coverage above; policy number CUP8S42687024NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 2/1/2024 to 2/1/2025. Umbrella is follow form these policies.

PR-003-24 (Taylor Park - New Community Center)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CAPITAL CONTRACT SUMMARY SHEET

C# 5078

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 City Wide CIP Sidewalk Repairs & Maintenance

COM Project: 2024-3005-14

PROJECT #: SDW24 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Sidewalk Repair and Maintenance

CONTRACT AMOUNT: \$926,724.66

VENDOR NAME: Chris Brewer Contracting, Inc.

VENDOR NUMBER: 283379

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 8/22/2024

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson

Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves,
Josh Woods, and Gina Gregory

WHEREAS, bids for sidewalk repairs for districts 1, 2, 3, 4, 5, 6, and 7 were received and opened on July 24, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid of \$745,920.00 meeting specifications from Chris Brewer Contracting, Inc., contract in the amount of \$926,724.66.

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

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

Name of Company: Chris Brewer Contracting, Inc.

Project Name: 2024 City Wide CIP Sidewalk Repairs & Maintenance

Project Number: 2024-3005-14

Amount: \$926,724.66

Adopted:

City Clerk



2024 CITY WIDE CIP SIDEWALK REPAIRS & MAINTENANCE

PROJECT No. 2024-3005-14

BID DATE – JULY 24, 2024

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Change Order Form	Attachment B
Contractor's Insurance Certificates.....	Attachment C
Subcontracting Plan and DBE Utilization Report	Attachment D
E-verify Affidavit, Contractor's E-verify Information, & Secretary of State Record	Attachment E
Project Closeout Requirements & Affidavits	Attachment F
Sign Details.....	Attachment G
Tax Exemption.....	Attachment H

ITEM I
INVITATION TO BID

Notice to Contractors:

The work covered by these specifications shall include furnishing all labor, supervision, materials, equipment, and incidentals which may be required to complete annual sidewalk repair and maintenance by means of new sidewalk construction and rehabilitation of damaged and deteriorated sidewalks and rights of way. This Contract is on an "as needed or on call" basis, based on available funding, for a period of three (3) years.

The Project is for a periodic bid that consists of sidewalk repair and maintenance throughout the City of Mobile. Each Task Order will be designated by the City, or its consultant, as needed, utilizing unit prices for commonly performed contractor work items. Construction of these projects is intended to be performed within the shortest possible time frame with the work beginning and ending on dates selected for each task order. Failure to comply with the times specified within each Task Order may, in the sole determination of City, result in the contractor being prohibited from additional work for the City, until such time as Contractor is back on schedule.

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, JULY 24, 2024 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2024-3005-14
Project:	2024 City Wide CIP Sidewalk Repair & Maintenance
Project Description:	Sidewalk Repair and New Construction

Plans and contract documents may be inspected and obtained from the City of Mobile Engineering Department upon payment of twenty-five dollars (\$25.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on July 22, 2024.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on July 17, 2024 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.* A single individual cannot represent more than one contracting company.

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

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

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

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

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

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

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

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

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

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

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE**, City of Mobile Project No. **2024-3005-14**, in the City of Mobile, Alabama".

ITEM II

INSTRUCTIONS TO BIDDERS

1. TYPE OF PROPOSAL:

The services to be performed by CONTRACTOR under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), attached hereto and incorporated herein by reference.

The OWNER reserves the right to issue an unlimited number of Task Orders each year pursuant to the Contract. Additionally, the Owner reserves the right to issue no Task Orders in any given year pursuant to the Contract.

UNIT PRICE BID – The Proposal for the work is to be submitted on a unit price basis. Unit price amounts shall be submitted on all items of work set forth in the Proposal. Estimates of quantities of each class of work to be performed are specified in the Proposal, and although stated with as much accuracy as possible, are approximate only, and are assumed solely for the basis of establishing the low bidder, upon which the award of contract shall be made. The BIDDER should not assume that he shall receive such quantity of work if awarded this contract. Payment to the CONTRACTOR will be made on the measurement of the work actually performed by the CONTRACTOR as specified in the Contract Documents.

2. PREPARATION OF BIDS:

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

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

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

4. SIGNATURE OF BIDDERS:

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

Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

5. SPECIFICATIONS AND SCHEDULES:

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

6. CORRECTIONS:

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

7. OWNER:

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

8. GUARANTY AND INSURANCE:

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

9. BONDS AND INSURANCE:

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

10. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE**, City of Mobile Project No. **2024-3005-14**, in the City of Mobile, Alabama".

11. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's

responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

12. WITHDRAWAL OF BIDS:

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

13. BIDDERS PRESENT:

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

14. AWARD OR REJECTION OF BIDS:

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

15. PRE-QUALIFICATION OF BIDDERS:

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

16. ISSUANCE OF PROPOSAL FORMS:

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

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

17. BIDDERS INTERESTED IN MORE THAN ONE BID:

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

18. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

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

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

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

19. CONTRACT AND BOND:

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

20. COLLUSION:

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

21. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of

workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

22. PROSECUTION OF WORK:

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

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

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

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

23. SCHEDULE OF CONSTRUCTION

(a) Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed by the CITY. Work will begin on each and every Task Order within ten (10) days of Notice to Proceed.

ADDENDUM 1

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 7-19-24

The undersigned, as BIDDER, declares that he has carefully examined the Contract Documents for the construction of the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and types of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which are incorporated herein and made a part of this Proposal.

Project Name: 2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE

Project No: 2024-3005-14

Project Description: Sidewalk Repair and New Construction

Major work items include: Concrete sidewalk removal and construction

The Bidder further agrees to construct the improvements in accordance with the Task Order issued for the specified work.

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

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

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

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on July 22, 2024. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

ADDENDUM 1

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
201A-000	CLEARING AND GRUBBING (INCLUDING CREPE MYRTLES)	6	Acre	\$500.00	Five Hundred DOLLARS 0 CENTS	\$3000.00
206C-000	REMOVING CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	4,500	SY	\$9.00	Nine DOLLARS 0 CENTS	40,500.00
206C-002	REMOVING CONCRETE SLOPE PAVING (INCL. SAW CUTTING)	20	SY	10.00	Ten DOLLARS 0 CENTS	200.00
206C-018	REMOVING ASPHALT SIDEWALK (INCL. SAW CUTTING)	20	SY	10.00	Ten DOLLARS 0 CENTS	200.00
206C-101	REMOVING CONCRETE DRIVEWAY (INCL. SAW CUTTING)	200	SY	10.00	Ten DOLLARS 0 CENTS	2000.00
206C-201	REMOVING ASPHALT PAVEMENT (INCL. SAW CUTTING ALL DEPTHS)	100	SY	10.00	Ten DOLLARS 0 CENTS	1,000.00
206D-001	REMOVING GUTTER (INCL. SAW CUTTING) (ALL TYPES)	75	LF	10.00	Ten DOLLARS 0 CENTS	750.00
206D-002	REMOVING CURB (INCL. SAW CUTTING) (ALL TYPES)	200	LF	10.00	Ten DOLLARS 0 CENTS	2000.00
206D-003	REMOVING CURB AND GUTTER (INCL. SAW CUTTING) (ALL TYPES)	150	LF	10.00	Ten DOLLARS 0 CENTS	1500.00
206D-022	REMOVING RETAINING WALL	40	LF	20.00	Twenty DOLLARS 0 CENTS	800.00
206E-000	REMOVE & RESET MAILBOXES (ALL TYPES)	20	EA	125.00	One hundred twenty five DOLLARS 0 CENTS	2500.00
210A-005	UNCLASSIFIED EXCAVATION (LOOSE TRUCK BED MEASUREMENT)	180	CY	25.00	Twenty Five DOLLARS 0 CENTS	4500.00
210D-001	BORROW EXCAVATION (LOOSE TRUCK BED MEASUREMENT)	100	CY	25.00	Twenty Five DOLLARS 0 CENTS	2500.00

ADDENDUM 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
301A-012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	75	SY	20. ⁰⁰	Twenty DOLLARS CENTS	1500. ⁰⁰
408A-051	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 1.0" THICK)	150	SY	12. ⁰⁰	Twelve DOLLARS CENTS	1,800. ⁰⁰
429A-277	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E (INCL. TACK COAT)	50	Ton	200. ⁰⁰	Two Hundred DOLLARS CENTS	10,000. ⁰⁰
430B-040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	20	Ton	30. ⁰⁰	Thirty DOLLARS CENTS	600. ⁰⁰
502A-000	#4 REBAR	20	LBS	10. ⁰⁰	Ten DOLLARS CENTS	200. ⁰⁰
517J-001	RELOCATE EXISTING SIGN	20	EA	200. ⁰⁰	Two Hundred DOLLARS CENTS	4000. ⁰⁰
529A-016	RETAINING WALL (6" WIDE, 18"-36" TALL)	40	SF	50. ⁰⁰	Fifty DOLLARS CENTS	2000. ⁰⁰
529A-035	REPAIR STONE MASONRY OR CONCRETE RETAINING WALL UP TO 36" HIGH	40	SF	50. ⁰⁰	Fifty DOLLARS CENTS	2000. ⁰⁰
600A-000	MOBILIZATION (ONCE PER DISTRICT)	7	EA	500. ⁰⁰	Five Hundred DOLLARS CENTS	3500. ⁰⁰
614A-000	SLOPE PAVING	40	CY	200. ⁰⁰	Two Hundred DOLLARS CENTS	8000. ⁰⁰
618A-000	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION) (WIDTH VARIES)	4,450	SY	69. ⁰⁰	Sixty nine DOLLARS CENTS	307,050. ⁰⁰
618A-001	CONCRETE SIDEWALK, 6" THICK (INCL. REINFORCEMENT AND EXCAVATION) (WIDTH VARIES)	150	SY	75. ⁰⁰	Seventy Five DOLLARS CENTS	11,250. ⁰⁰

ADDENDUM 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618A-002	PEA GRAVEL BEDDING, 4" THICK	30	SY	5. ⁰⁰	Five DOLLARS 0 CENTS	150. ⁰⁰
618A-003	CONCRETE SIDEWALK, 4" THICK WITH HEADER CURB ONE SIDE, 4" TO 6" MAX CURB HEIGHT (INCL. EXCAVATION) (WIDTH VARIES)	40	SY	68. ⁰⁰	Sixty eight DOLLARS 0 CENTS	2720. ⁰⁰
618A-004	Concrete Sidewalk, 4" Thick with Header Curb Both Sides, 4" to 6" Curb Height (Incl. Excavation) (Width Varies)	40	SY	70. ⁰⁰	Seventy DOLLARS 0 CENTS	2800. ⁰⁰
618A-005	CONCRETE SIDEWALK, 5" THICK (INCL. REINFORCEMENT AND EXCAVATION) (WIDTH VARIES)	50	SY	75. ⁰⁰	Seventy Five DOLLARS 0 CENTS	3750. ⁰⁰
618B-002	CONCRETE DRIVEWAY, 5" THICK (WIDTH VARIES)	175	SY	75. ⁰⁰	Seventy Five DOLLARS 0 CENTS	13,125. ⁰⁰
618D-001	HANDICAP RAMP (ALL TYPES) (INCL EXCAVATION)	100	EA	1,000. ⁰⁰	One Thousand DOLLARS 0 CENTS	100,000. ⁰⁰
618E-001	TRUNCATED DOME INSERT, NEW CONSTRUCTION	100	EA	225. ⁰⁰	Two hundred twenty Five DOLLARS 0 CENTS	22,500. ⁰⁰
618E-002	MODIFIED TRUNCATED DOME INSERT, NEW CONSTRUCTION	20	EA	300. ⁰⁰	three hundred DOLLARS 0 CENTS	6000. ⁰⁰
618E-003	TRUNCATED DOME INSERT, EXISTING RAMP	20	EA	300. ⁰⁰	three hundred DOLLARS 0 CENTS	6000. ⁰⁰
618E-004	TRUNCATED DOME INSERT MODIFIED, EXISTING RAMP	15	EA	400. ⁰⁰	Four hundred DOLLARS 0 CENTS	6000. ⁰⁰
620A-000	MINOR STRUCTURE CONCRETE	30	CY	200. ⁰⁰	Two hundred DOLLARS 0 CENTS	6000. ⁰⁰
622A-000	MANHOLE COVER/FRAME RESET	10	EA	100. ⁰⁰	One hundred DOLLARS 0 CENTS	1,000. ⁰⁰
623A-000	CONCRETE GUTTER (ALL TYPES)	100	LF	33. ⁰⁰	Thirty three DOLLARS 0 CENTS	3,300. ⁰⁰

ADDENDUM 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
623B-000	CONCRETE CURB (ALL TYPES)	300	LF	35. ⁰⁰	Thirty Five <u>0</u> DOLLARS CENTS	10,500. ⁰⁰
623B-123	CONCRETE HEADER CURB, 6" WIDE 18" HIGH	100	LF	33. ⁰⁰	Thirty Three <u>0</u> DOLLARS CENTS	3300. ⁰⁰
623B-124	CONCRETE HEADER CURB, 4" WIDE AND 12" HIGH	150	LF	33. ⁰⁰	Thirty Three <u>0</u> DOLLARS CENTS	4950. ⁰⁰
623B-125	HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCL. CUTTING AND FITTING)	25	LF	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	1250. ⁰⁰
623B-126	REMOVAL AND RE-INSTALLATION OF GRANITE CURB (INCL. CUTTING AND FITTING)	25	LF	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	1250. ⁰⁰
623B-127	REMOVAL AND RE-INSTALLATION OF SLATE TILES	30	SF	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	1500. ⁰⁰
623C-003	COMBINATION CURB & GUTTER (ALL TYPES)	250	LF	39. ⁰⁰	Thirty nine <u>0</u> DOLLARS CENTS	9750. ⁰⁰
623F-000	HAULING FROM CITY STOCK PILE AND INSTALLING BRICK PAVERS	50	SY	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	2500. ⁰⁰
623F-001	REMOVAL AND RE-INSTALLATION OF BRICK PAVERS	50	SY	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	2500. ⁰⁰
623F-002	NEW BRICK PAVERS (INCL. INSTALLATION)	50	SY	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	2500. ⁰⁰
637A-001	FENCE RESET (ALL TYPES)	75	LF	15. ⁰⁰	Fifteen <u>0</u> DOLLARS CENTS	1125. ⁰⁰
640M-000	ELECTRICAL HANDHOLD ADJUSTMENT TO NEW GRADE AND SLOPE. MAX VERTICAL ADJUSTMENT 6 INCHES	30	EA	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	1500. ⁰⁰
640M-001	ELECTRICAL MANHOLE ADJUSTMENT TO NEW GRADE AND SLOPE. MAX VERTICAL ADJUSTMENT 6 INCHES	30	EA	50. ⁰⁰	Fifty <u>0</u> DOLLARS CENTS	1500. ⁰⁰

ADDENDUM 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
641V-001	ADJUST WATER METER AND BOX TO GRADE	60	EA	100. ⁰⁰	<u>one hundred</u> DOLLARS <u>0</u> CENTS	6000. ⁰⁰
641V-002	ADJUST WATER VALVE TO GRADE	50	EA	100. ⁰⁰	<u>one hundred</u> DOLLARS <u>0</u> CENTS	5000. ⁰⁰
641V-003	EXISTING IRRIGATION SYSTEM REPAIR	200	LF	35. ⁰⁰	<u>thirty five</u> DOLLARS <u>0</u> CENTS	7000. ⁰⁰
650A-000	TOPSOIL, 4" COMPACTED THICKNESS	300	CY	20. ⁰⁰	<u>twenty</u> DOLLARS <u>0</u> CENTS	6000. ⁰⁰
654A-001	SOLID SODDING (MATCH IN KIND)	400	SY	15. ⁰⁰	<u>Fifteen</u> DOLLARS <u>0</u> CENTS	6000. ⁰⁰
656A-010	MULCHING	5	Acre	250. ⁰⁰	<u>Two hundred</u> DOLLARS <u>Fifty</u> CENTS	1250. ⁰⁰
663C-000	TREE PROTECTION FENCING	100	LF	1.50	<u>one</u> DOLLARS <u>Fifty</u> CENTS	150. ⁰⁰
665A-000	TEMPORARY SEEDING	5	Acre	500. ⁰⁰	<u>Five hundred</u> DOLLARS <u>0</u> CENTS	2500. ⁰⁰
665B-000	TEMPORARY MULCHING	5	Acre	500. ⁰⁰	<u>Five hundred</u> DOLLARS <u>0</u> CENTS	2500. ⁰⁰
665E-000	POLYETHYLENE	500	SY	15. ⁰⁰	<u>Fifteen</u> DOLLARS <u>0</u> CENTS	7500. ⁰⁰
665F-000	HAY BALES	50	EA	5. ⁰⁰	<u>Five</u> DOLLARS <u>0</u> CENTS	250. ⁰⁰
665G-000	SAND BAGS	50	EA	5. ⁰⁰	<u>Five</u> DOLLARS <u>0</u> CENTS	250. ⁰⁰
665J-002	Silt Fence	400	LF	3. ⁰⁰	<u>three</u> DOLLARS <u>0</u> CENTS	1200. ⁰⁰
665O-000	SILT FENCE REMOVAL	400	LF	1.00	<u>one</u> DOLLARS <u>0</u> CENTS	400. ⁰⁰
665Q-000	WATTLE	300	LF	15. ⁰⁰	<u>Fifteen</u> DOLLARS <u>0</u> CENTS	4500. ⁰⁰
674A-000	CONSTRUCTION SAFETY FENCE	300	LF	2. ⁰⁰	<u>two</u> DOLLARS <u>0</u> CENTS	600. ⁰⁰

ADDENDUM 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
690A-000	PROJECT SIGN	4	EA	750. ⁰⁰	Seven hundred <u>0</u> Fifty DOLLARS CENTS	3000. ⁰⁰
701J-250	PAINTED TRAFFIC STRIPE/MARKINGS/LEGENDS (ALL COLORS/ALL TYPES) (AREA PLACED)	50	SF	10. ⁰⁰	Ten <u>0</u> DOLLARS CENTS	500. ⁰⁰
703C-000	REMOVAL OF EXISTING TRAFFIC CONTROL STRIPE/MARKINGS/LEGENDS (ALL COLORS/ALL TYPES)	50	SF	15. ⁰⁰	Fifteen <u>0</u> DOLLARS CENTS	750. ⁰⁰
730H-001	LOOP WIRE	40	LF	25. ⁰⁰	twenty five <u>0</u> DOLLARS CENTS	1,000. ⁰⁰
740A-000	TRAFFIC CONTROL MINOR PER SITE	16	EA	1250. ⁰⁰	twelve hundred <u>0</u> fifty DOLLARS CENTS	20,000. ⁰⁰
740A-001	TRAFFIC CONTROL MODERATE PER SITE	5	EA	1500. ⁰⁰	Fifteen hundred <u>0</u> DOLLARS CENTS	7500. ⁰⁰
740A-002	TRAFFIC CONTROL HEAVY PER SITE	5	EA	2500. ⁰⁰	twenty five <u>0</u> hundred DOLLARS CENTS	12500. ⁰⁰
742A-000	VARIABLE MESSAGE BOARD	1	Day	250. ⁰⁰	two hundred fifty <u>0</u> DOLLARS CENTS	250. ⁰⁰
742A-001	VARIABLE MESSAGE BOARD	1	Week	1500. ⁰⁰	Fifteen <u>0</u> DOLLARS CENTS	1500. ⁰⁰
742A-002	VARIABLE MESSAGE BOARD	1	Month	2000. ⁰⁰	two thousand <u>0</u> DOLLARS CENTS	2,000. ⁰⁰
999X-000	WORK OF SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY THE ENGINEER	1	LS	\$15,000.00	FIFTEEN THOUSAND DOLLARS NO CENTS	\$15,000.00
				TOTAL BASE BID	745,920. ⁰⁰	

ADDENDUM 1

Base Bid

Total (All items listed in Proposal) \$ 745,920.⁰²

Written in words Seven hundred forty five thousand nine hundred -
twenty dollars

Number of working days to complete will be specified in each individual task order.

Signature of Bidder C.S. Brewer
(If a firm or individual)

Address of Bidder P.O. Box 70211
Mobile, AL. 36607

By Chris BREWER CONTRACTING, INC.

Signature of Bidder C.S. Brewer
(If a Corporation)

By C.S. Brewer
President
C.S. BREWER
Print

Business Address P.O. Box 70211
MOBILE, AL. 36607

Business Address _____

Business Address _____

Secretary

Print

Treasurer

Print

(Corporate Seal)

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

ATTEST Deborah Daryl
Secretary

40677 AL
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Chris Brewer Contracting, Inc.
(Name of Contractor)
3025 Dial Street Mobile, AL 36612 (PO Box 70211 Mobile, AL 36607
(Address)
as Principal, and Granite Re, Inc.
(Name of Surety)
14001 Quailbrook Drive Oklahoma City, OK 73134
(Address)

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

WHEREAS, the said principal is herewith submitting its proposal for **2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE, City of Mobile Project No. 2024-3005-14.**

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

Signed, Scaled and Delivered July 24, 2024 (Date)

Chris Brewer Contracting, Inc. (Contracting Firm)

Witness as to Principal By: 45. [Signature] (SEAL)

[Signature] Granite Re, Inc. (Name of Surety)

COUNTERSIGNED: Francis Ware AL#0453430

Alabama Resident Agent By Francis Ware
Attorney-in-Fact & AL Resident Agent

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

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

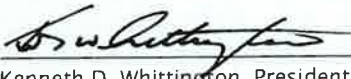
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

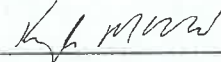
SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
24th day of July, 2024.




Kyle P. McDonald, Assistant Secretary

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Chris Brewer Contracting, Inc.
PO Box 70211 Mobile, AL 36607 as Principal and Granite Re, Inc.

14001 Quailbrook Drive Oklahoma City, OK 73134 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Seven Hundred Forty Five Thousand Nine Hundred Twenty and 00/100 Dollars (\$ 745,920.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated , 20 24 (hereinafter called the Contract) for 2024 City Wide CIP Sidewalk Repair & Maintenance 2024-3005-14 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

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

PROVIDED, however, that this bond is subject to the following conditions and limitations:

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

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

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

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

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

SIGNED, SEALED AND DELIVERED this _____ day of _____
20 24.

Individual Principals sign here

In the presence of:

(SEAL)

(Print)

(SEAL)

(Print)

(SEAL)

(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: C.S. Brewer

(Signature)

C.S. Brewer

(Print)

ITS: President

(Title)

ATTEST:

Heather Darby

(Signature)

Heather Darby (Print)

ITS: _____

(Surety sign here) (Corporate name) Granite Re, Inc.

BY: Francis Ware

(Signature)

Francis Ware

(Print)

ITS: Attorney-in-Fact

(Title)

ATTEST:

Christy Hicks

(Signature)

Christy Hicks (Print)

ITS: Account Manager

Corporate Seal

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

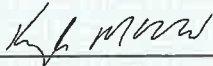
SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

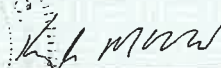
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20_____.




Kyle P. McDonald, Assistant Secretary

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Chris Brewer Contracting, Inc. PO Box 70211 Mobile, AL 36607

(Name of Contractor)

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

Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134

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

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Seven Hundred Forty Five Thousand Nine Hundred Twenty and 00/100 dollars (\$ 745,920.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated 2024, entered into a Contract with the Owner for 2024 City Wide CIP Sidewalk Repair & Maintenance which agreement is by reference made a part hereof. Project No 2024-3005-14

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

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

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

SIGNED, SEALED AND DELIVERED this _____ day of _____
2024.

In the presence of:

Individual Principals sign here

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: C.S. Brewer
(Signature)

C.S Brewer
(Print)

ITS: President
(Title)

ATTEST:

Heather Darby
(Signature)

Heather Darby (Print)

ITS: _____
(Title)

(Surety sign here) (Corporate name)
Granite Re, Inc.

BY: Francis Ware
(Signature)

Francis Ware
(Print)

ITS: Attorney-in-Fact
(Title)

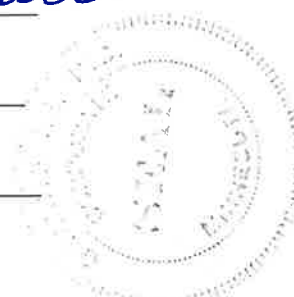
ATTEST:

Christy Hicks
(Signature)

Christy Hicks (Print)

ITS: Account Manager
(Title)

Corporate Seal



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

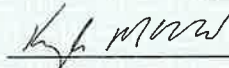
SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



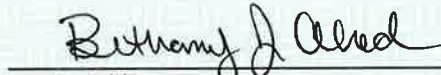

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.




Kyle P. McDonald, Assistant Secretary

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

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

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

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

ITEM VII
INSURANCE

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

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

1. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:
- | | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 policy limit |
| Bodily Injury by Disease | \$1,000,000 each employee |
- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

5. Certificate of Liability Insurance Endorsement Page

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

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

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

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

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

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

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

Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

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

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

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational

Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Items 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition.
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.
26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances

regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

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

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface,

Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. **Project Documentation:** Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made. bb.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. OMIT
41. Any damage to private property beyond the limits required to install the sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. There shall be **NO** adjustment to fuel or asphalt index for this project.
45. OMIT

46. The Contractor shall provide, install and maintain all necessary temporary erosion control measures. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

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

49. OMIT
50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized vests, shirts or jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all

ADDENDUM 1

latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. OMIT.
57. OMIT.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will coordinate this effort with the Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. OMIT.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 429A Improved Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.
66. Concrete joints may be troweled or saw cut. Joints must be installed within 24 hours of concrete pour.

ITEM IX
ARTICLES OF AGREEMENT

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

(Executed in Quintuplicate)

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

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

Project Name: 2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE

Project No: 2024-3005-14

Project Description: Sidewalk construction and related work

Major work items include: Concrete sidewalk demolition and construction

City of Mobile Project Number **2024-3005-14**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 926,724.66) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

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

COUNCIL:

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

CONTRACT:

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

extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

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

CITY ENGINEER:

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

ENGINEER:

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

AUTHORITY OF THE CITY ENGINEER:

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

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

DUTIES OF THE CONTRACTOR:

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

ARBITRATOR:

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

STANDARD SPECIFICATIONS:

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

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

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

proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

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

WORK TO BE PROSECUTED AS DIRECTED:

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

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The

COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

TASKORDERS:

(22) The amount and location(s) of work to be performed pursuant to the Contract will be more specifically identified in Task Orders to be issued by the City. Each Task Order will include various line items of work as described herein. Each Task Order may include additional instructions regarding the work requested thereunder. Each Task Order shall be considered part of the Contract Documents and shall be incorporated herein upon issuance of the Task Order by the City. The Contractor will be given a Notice to Proceed for each Task Order issued. No amount of work is guaranteed to be issued through Task Orders.

Each Task Order shall contain an identification of the project ("Project"), description of the work to be completed, cost change to be paid to or deducted from the CONTRACTOR for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed.

COMMENCEMENT AND COMPLETION:

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

TERM/DURATION/FUNDING:

(24) The term/duration of the Contract shall be three years from the effective date of execution of the Contract. The CONTRACTOR understands that work for years 2 and 3 of this contract is contingent on future funding approved by the City of Mobile City Council. Only the funding for the first year is currently available. This 3-year Contract will be for a Not to Exceed Amount of \$6,000,000.00. The yearly breakdown will be as shown below.

Year One (2024): Not to exceed	\$ 950,000.00
Year Two (2025): Not to exceed	\$ 4,050,000.00
<u>Year Three (2026): Not to exceed</u>	<u>\$ 1,000,000.00</u>
Total Contract Value Not to exceed:	\$ 6,000,000.00

This agreement may be terminated pursuant to this Agreement. Nothing in this agreement grants exclusive rights to the CONTRACTOR to perform the type of work described in the Contract Documents for the City. This contract may remain in effect each year, under the existing terms, conditions, and unit prices, at the discretion of the CITY ENGINEER, and by written agreement with the CONTRACTOR, contingent upon the obligation of additional funding for similar work throughout the term period.

In the event of the expiration or partial termination of this Agreement, CONTRACTOR shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending, in accordance with the terms and conditions of such Task Order(s). In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

If the City deems necessary to complete the project, an extension of time may be granted by a change order as shown in Attachment B.

ESTIMATE:

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

FINAL ESTIMATE:

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

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

For Acceptance of the Completed Work:

- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

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

In Preparation of the Proposed Work:

- The Contractor must provide a new Performance Bond and a new Labor and Materials Bond for the value of the work for the upcoming year.
- The Contractor must provide a new City of Mobile DBE Utilization Report for the upcoming year
- The Contractor must provide evidence of continued insurance coverage as required by the contract.

Prior to issuance of the LAST YEARLY FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the documents listed above for contract closeout as well as the following documents:

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

CHANGE ORDERS:

(27) City may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by CONTRACTOR have been affected by such change properly approved, Contractor's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation

of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(29) The source of funds for payment by City under this contract is CIP. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

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

E-BUILDER:

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

TERMINATION:

(34) City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to CONTRACTOR. In such event, CONTRACTOR will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

NOTICE:

(35) Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY OF MOBILE
Engineering Dept
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

Attn: Tammy Lambeth, P.E.,

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

SURVIVAL OF CONTRACT TERMINATION:

(36) The Articles relating to Indemnification, Data Rights, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

MISCELLANEOUS:

Governing Law: The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

Assignment: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

Binding Effect: The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Parties in Interest: Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Amendment and Waiver: This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different

breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

Venue, Jurisdiction and Process: The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

Preparation of Agreement: All provisions of this Agreement have been subject to full and careful review by and negotiation between CONTRACTOR and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

Entire Agreement: This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

SIGNATURE:

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

ATTEST:

BY: _____

CITY CLERK

(Print)

CITY OF MOBILE

BY: _____

ITS MAYOR

(Print)

WITNESSES:

(Print)

CONTRACTOR:

AN INDIVIDUAL

(Print)

CHRIS BREWER CONTRACTING, INC.

CONTRACTOR: (IF CORPORATION)

Chris Brewer Contracting Inc (Print)

BY: C.B. Brewer

ITS PRESIDENT

C.B. BREWER (Print)

ATTEST:

Heather Darby
ITS SECRETARY

Heather Darby (Print)

7/24/24

DATE

Corporate Seal

STATE OF ALABAMA }

COUNTY OF MOBILE }

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

Given under my hand and official seal of office this the 22nd day of August, 2024.

Randall Hurd Carter

NOTARY PUBLIC My Commission Expires:

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25

ITEM X
SUPPLEMENTAL SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. OMIT

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

429.A277.01

Description

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

429.A277.02

Materials

Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment

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

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

618.D.01

Description

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

618.D.02

Materials

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

618.D.03

Basis of Payment

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

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

618.E.1

Description

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

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. The color shall be Colonial Red, Federal

Color Number 20109, or approved equal, throughout the City, and Grey in the Springhill Area. Truncated Domes shall span across the width of the entire ramp from edge to edge. Domes shall be 24" wide with a length of 48" or 60". Length of truncated dome shall be dependent on sidewalk width. It shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

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

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

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

623.B125.1

Description

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

623.B125.2

Basis of Payment

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

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

623.B126.1

Description

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

623.B126.2

Basis of Payment

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

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

623.B127.1

Description

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

623.B127.2

Basis of Payment

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

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

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

13. ITEM 654-A SOLID SODDING:

654.A.1

Description

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

654.A.2

Basis of Payment

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

14. ITEM 659-A EROSION CONTROL NETTING

Description

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

15. ITEM 690-A PROJECT SIGN -PORTABLE:

690.A.01

Description

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

690.A.02

Basis of Payment

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

16. OMIT

17. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

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

740 A.2

Materials

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

740 A.3

Basis of Payment

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

ATTACHMENT “A”
TASK ORDER FORM

TASK ORDER NUMBER: _____
2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE
2024-3005-14

Contract No. _____

This Task Order is made this the ____ day of _____, 20__, by and between The City of Mobile ("City") and _____ ("Contractor") pursuant to the terms and conditions set forth in the Contract executed between the parties on the ____ day of _____, 20__, ("Agreement"), which incorporated this Task Order by reference.

1. The Engineer Project Number for this Task Order is 2024-3005-14. The Engineering Project Number shall be referenced in each invoice/estimate submitted by Contractor to City under this Task Order.
2. The work to be performed by Contractor, the Project Schedule, Deliverables, and the Compensation to be paid to Contractor for the performance of the work described under this Task Order is set forth in the executed Contract/Agreement that has been accepted by the City and incorporated herein by reference. A Scope of Services checklist and/or project plans may be included with this task if required.
3. The number of working days to complete this task order will be _____.

CITY

Signature

Name (Printed or Typed)

Date

CONTRACTOR

C.S. Brewer
Signature (SEAL)

C.S. BREWER
Name (Printed or Typed)

8.15.24
Date

ATTACHMENT “B”
CHANGE ORDER FORM

CHANGE ORDER: _____
2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE
2024-3005-14

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Contract dated _____, 20__ (“Agreement”) between the City of Mobile (“City”) and _____ (“Contractor”), this Change Order modifies the Agreement as follows:

1. Change in Services: _____

_____.
2. Change in time of Performance (attach schedule if appropriate): _____
_____.
3. Change in Contractor’s Compensation (if applicable): _____
_____.

All other terms and conditions remain unchanged.

CITY

CONTRACTOR

Signature

Signature (SEAL)

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

ATTACHMENT “C”

CONTRACTOR’S INSURANCE CERTIFICATES

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED

LICENSE NO.: 40677
TYPE: RENEWAL



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

CHRIS BREWER CONTRACTING INC

MOBILE, AL 36607

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until November 30, 2024 when this Certificate expires.
Witness our hands and seal of the Board, dated Montgomery, Ala.,

201580

27th day of November, 2023
SECRETARY-TREASURER

Michael B. Tew
CHAIRMAN

Charles A. Carle-Ha



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Palomar Insurance Corp.
Palomar Insurance Corporation
P.O. Box 240849
Montgomery AL 36124

CONTACT NAME: Allison Strouse
PHONE (A/C, No, Ext): 334-409-3146 FAX (A/C, No): 334-271-0499
E-MAIL ADDRESS: allisons@palomarins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : AlaComp

INSURER B : Midwest Employers Casualty Co.

23612

INSURER C : Pennsylvania National Mutual Casualty

14990

INSURER D : Penn National Security Insurance Co

32441

INSURER E : Colony Specialty Insurance Company

36927

INSURER F :

INSURED
Chris Brewer Contracting Inc.
PO Box 70211
Mobile AL 36607

CHRIBREWCON

COVERAGES

CERTIFICATE NUMBER: 461423540

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GY92014239	2/15/2024	2/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Hired Physic ☒ Damage	Y	Y	AX92014239	2/15/2024	2/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HPD Deductible \$ 500
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			UL92014239	2/15/2024	2/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A B	☒ 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/A	15491000 PEAL155000	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Leased/Rented Equip Cargo			IM2579530	2/15/2024	2/15/2025	Limit 250,000 Limit 50,000 Ded 2,500 Ded 1,000

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

RE: 2024 City Wide CIP Sidewalk Repairs & Maintenance.

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability, and Umbrella Liability. All policies, except for Workers Compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by the Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers Liability. 30 day Notice of Cancellation, non renewal or material change shall apply (except 10 days for non payment).

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2024

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CONTACT NAME: Allison Strouse

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		UL92014239	2/15/2024	2/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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City of Mobile
P.O. Box 1827
Mobile AL 36633

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AUTHORIZED REPRESENTATIVE

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Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED: RETENTION:						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER, MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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ATTACHMENT “D”

**SUBCONTRACTING PLAN
AND
DBE UTILIZATION REPORT**



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archaque.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archieque.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Chris Brewer Contracting Inc.
Address	3025 Dial Street Mobile, AL 36612 P.O. Box 70211 Mobile, AL 36607
Telephone	251-456-7270
E-Mail	Chris@chrisbrewercontracting.com

RFP/RFQ Solicitation Number	2024-3005-14
Project Description	2024 City Mdwy-CIP Sidewalk Repairs & Maintenance
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☒ Non-minority ☐ SDVO ☐
Total # of Employees	20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Chris Brewer
Signature: [Signature] Date: 7/24/24
Title: President

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

Name: Heather Darby Title: Bookkeeper
Email: Accounting@chrisbrewercontracting.com 251-456-7270

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

Please Print Company Chris Brewer Contracting, Inc. Bid/Proposal Amount \$ 745,920.

7	24	2024	Description	2024 City wide CIP Sidewalks Repairs & maintenance

Sidewalk repair + new construction

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Chris Brewer Contracting Inc.

Contact Person: Chris Brewer

Phone: 251-456-7270

Email: Chris@chrisbrewercontracting.com

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

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



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance DBE UTILIZATION REPORT

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

or
P.O. Box 1948
Mobile, AL 36633

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

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

PRINT NAME: _____

SIGNATURE: _____ (Title)

(Date)

DBE Utilization Report

ATTACHMENT “E”

E-VERIFY AFFIDAVIT, CONTRACTOR’S E-VERIFY INFORMATION, AND SECRETARY OF STATE RECORD

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of Chris Brewer Contracting Inc.

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

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

I further attest that said Chris Brewer Contracting Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 4989216.

C.B. Brewer
CEO of Chris Brewer Contracting, Inc.

Sworn to and subscribed before me this the 24th day of July, 2024

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

Randall Hurd Carter
Signature and Seal of Notary Public

**RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25**

Employer.

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

Approved by:

E-Verify Employer	
Name (Please Type or Print) Heather Darby	Title Bookkeeper
Signature 	Date July 24, 2024
Department of Homeland Security - Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	Chris Brewer Contracting Inc
Company Facility Address:	3025 Dial Street Whistler AL 36612-1751
Company Alternate Address:	
County or Parish:	Mobile

Employer Identification Number:	20-2329945	e-verify company id 498926						
North American Industry Classification Systems Code:	237							
Parent Company:								
Number of Employees:	20							
Number of Sites Verified or:	1							
Are you verifying for more than one site? No If yes, please provide the number of sites verified for in each State: <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td colspan="3"> </td> </tr> </tbody> </table>			State	Number of sites	Site(s)			
State	Number of sites	Site(s)						

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Heather Darby
Telephone Number:	251-456-7200
Fax Number:	251-456-7271
E-mail Address:	accounting@chrisbrewercontracting.com

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	



Alabama Secretary of State



Chris Brewer Contracting, Inc.	
Entity ID Number	000-239-704
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/09/2005
Registered Agent Name	BREWER, CHRISTOPHER S
Registered Office Street Address	116 FRAZER COURT MOBILE, AL 36607
Registered Office Mailing Address	Not Provided
Nature of Business	CONSTRUCTION/CONTRACTING
Capital Authorized	\$5,000
Capital Paid In	---
Incorporators	
Incorporator Name	HARVEY, J STEPHEN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2005 2006 2007 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/09/2005 Certificate of Formation 8 pgs.

[Browse Results](#)[New Search](#)

ATTACHMENT “F”

**PROJECT CLOSEOUT REQUIREMENTS
& AFFIDAVITS**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

STATE OF: ALABAMA COUNTY OF: MOBILE

**CITY OF MOBILE
CITY PROJECT NO. 2024-3005-14
2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

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

the Surety Company, _____

on bond of Contractor, _____

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

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

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

CITY OF MOBILE
CITY PROJECT NO. 2024-3005-14
2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

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

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

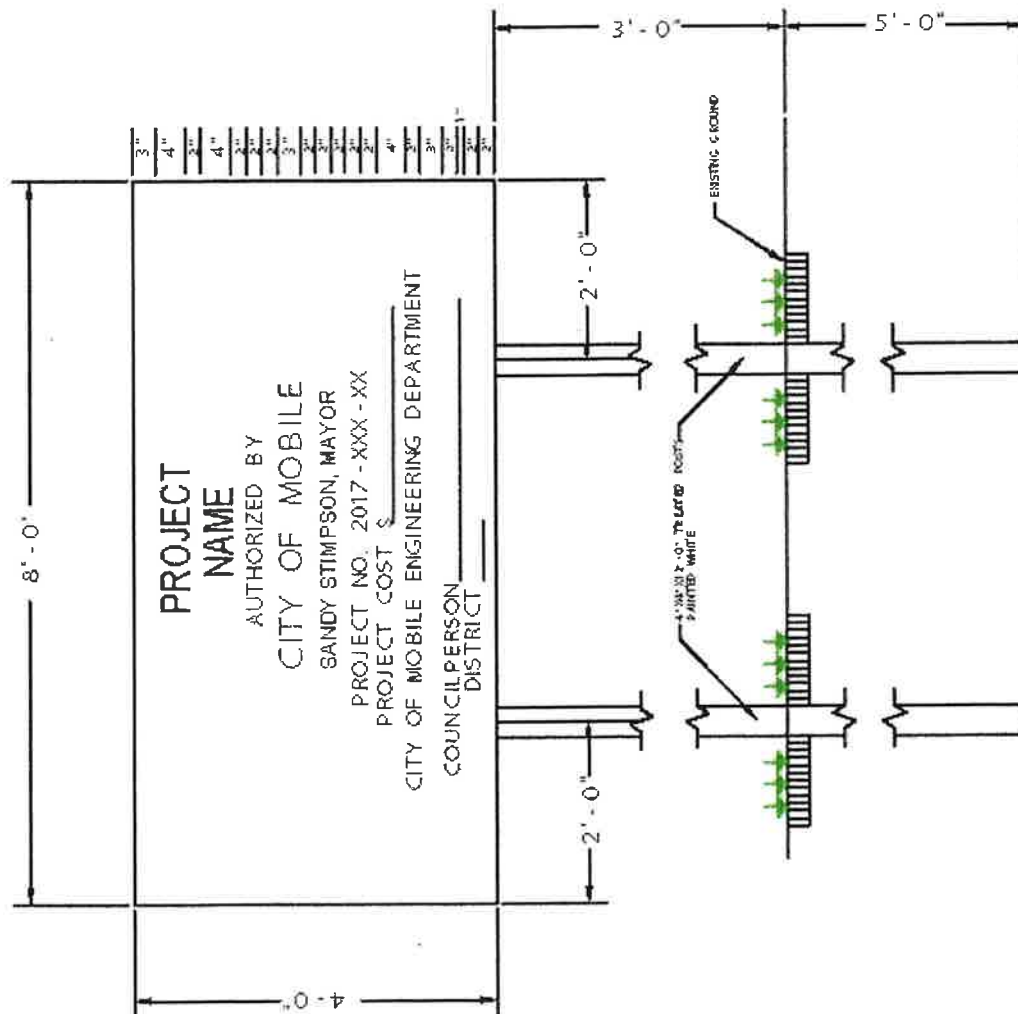
The Contractor shall execute the following requirements as follows:

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

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

ATTACHMENT “G”
DETAILS

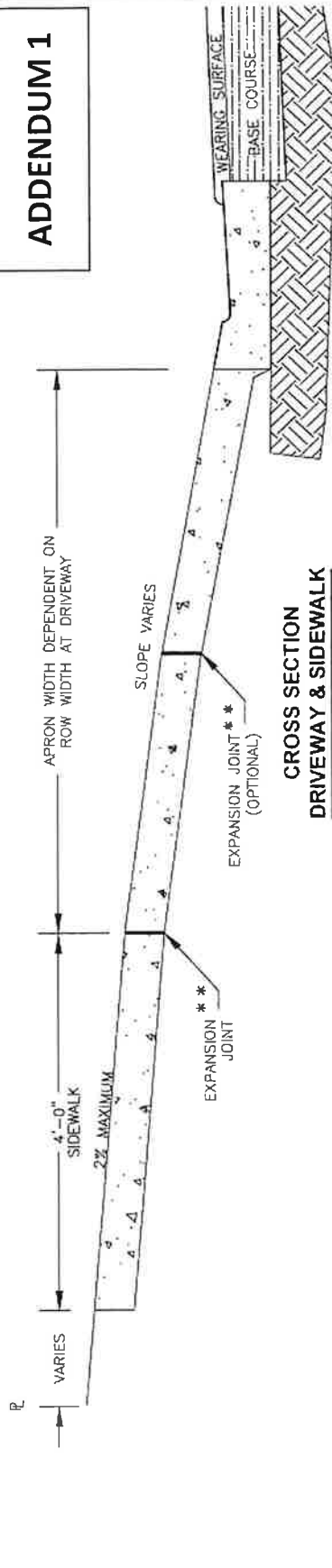
4/6



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

Page 206 of 1039

ADDENDUM 1



MINIMUM *	TYPE
R1	COMMERCIAL
R2	COMMERCIAL
R3	COMMERCIAL
R1	RESIDENTIAL
R2	RESIDENTIAL
R3	RESIDENTIAL
W	COMMERCIAL
W	RESIDENTIAL

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

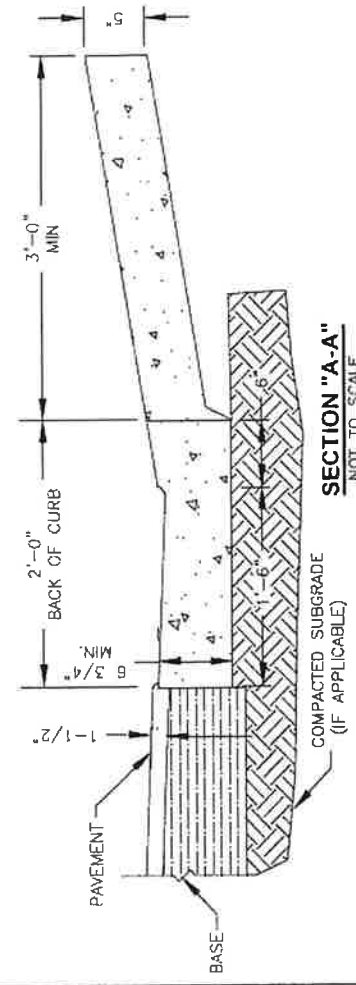
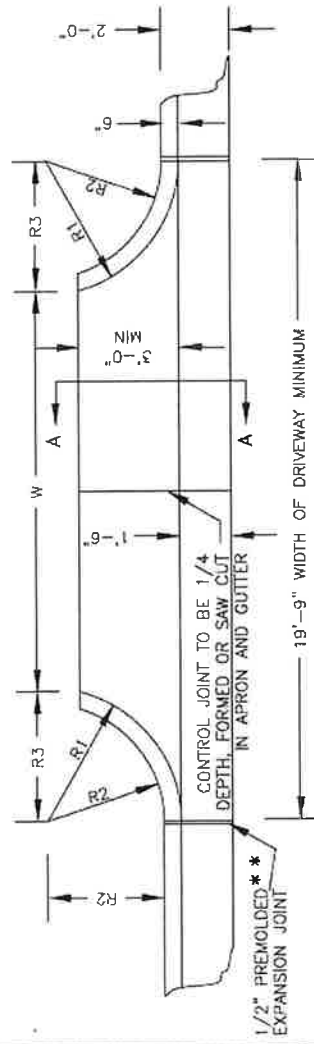
** EXPANSION JOINT MATERIAL TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02

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

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

OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS.

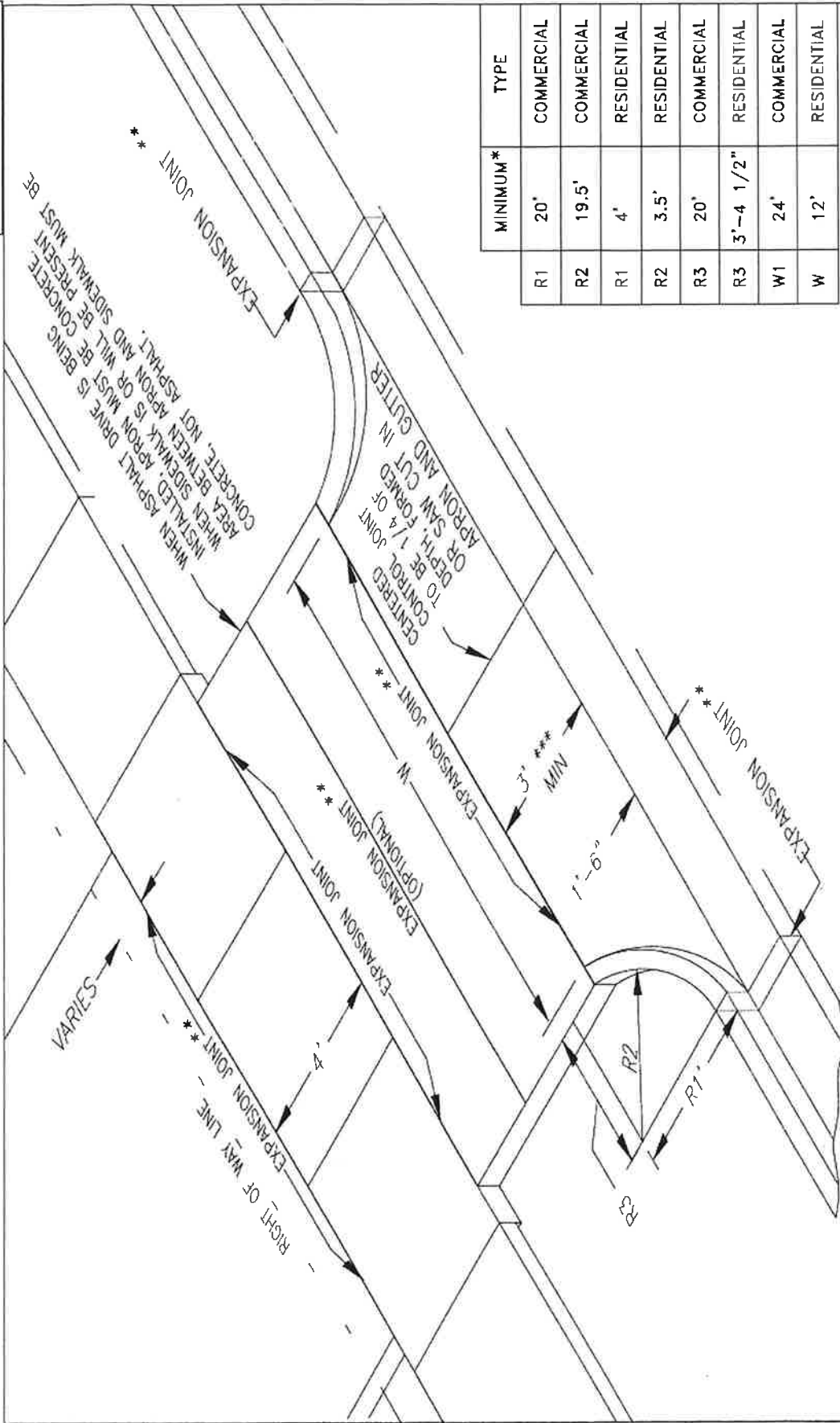
ALL CONCRETE TO BE 3000 P.S.I. MIX WITH NATURAL COLOR AND BROOM FINISH.



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

STANDARD DRAWING 3 SHEET 1 OF 2 06-15-2021

ADDENDUM 1



	MINIMUM*	TYPE
R1	20"	COMMERCIAL
R2	19.5'	COMMERCIAL
R1	4'	RESIDENTIAL
R2	3.5'	RESIDENTIAL
R3	20"	COMMERCIAL
R3	3'-4 1/2"	RESIDENTIAL
W1	24"	COMMERCIAL
W	12'	RESIDENTIAL

NOTES: CONCRETE APRON AND DRIVEWAY TO BE 5" MIN. THICKNESS. SIDEWALK PANELS THAT ABOUT THE DRIVEWAY TO BE 5" MIN. THICKNESS. OTHER SIDEWALK PANELS TO BE 4" MIN.

* IF SITE CONDITIONS PROHIBIT THE USE OF THESE STANDARDS, AN ALTERNATIVE MAY BE

*** SUBMITTED FOR APPROVAL TO THE ENGINEERING DEPT.
*** TO MEET ALDOT SPECIFICATIONS 932 01 P. 932 02

*** FOR RESIDENTIAL DRIVEWAY. COMMERCIAL DRIVEWAY ***

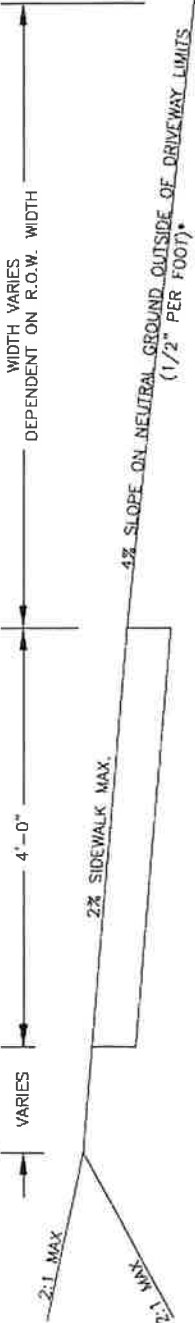


**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

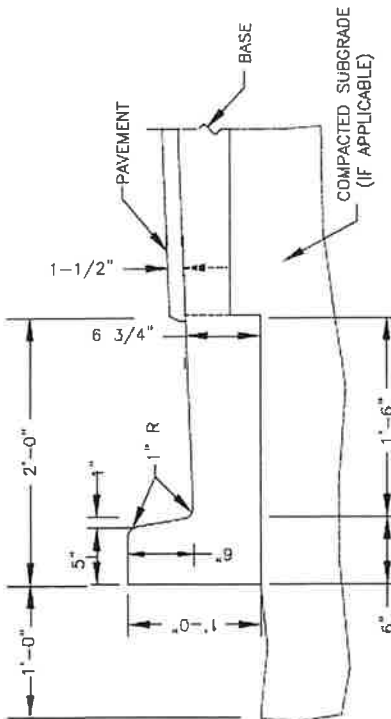
CONCRETE DRIVEWAY DETAIL
FOR ASPHALT ROADWAY
W/CURB & GUTTER STREET

STANDARD DRAWING 3	SHEET 2 OF 2	06-15-2021
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ADDENDUM 1



NOT TO SCALE



OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS.

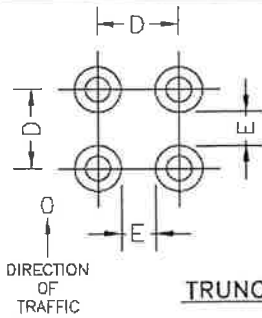
* IF SITE CONDITIONS PROHIBIT THE USE OF THESE STANDARDS, AN ALTERNATIVE MAY BE SUBMITTED FOR APPROVAL TO THE ENGINEERING DEPT.

NOT TO SCALE

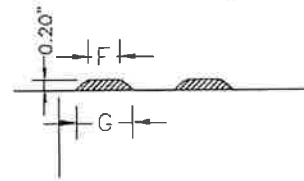


NEUTRAL GROUND, C & G,
SIDEWALK DETAILS FOR
ASPHALT ROADWAY W/ C & G

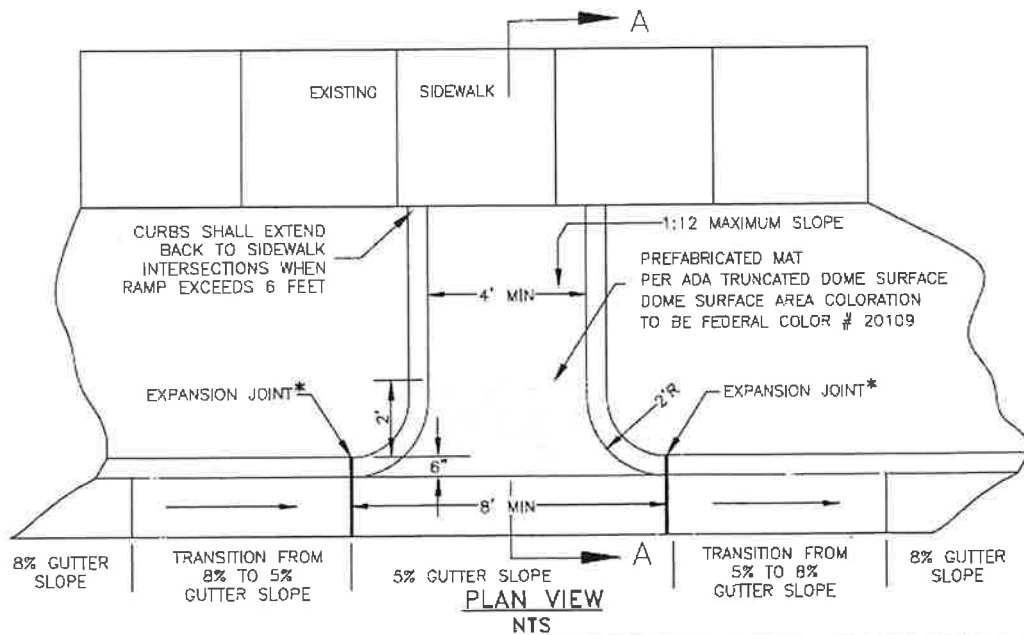
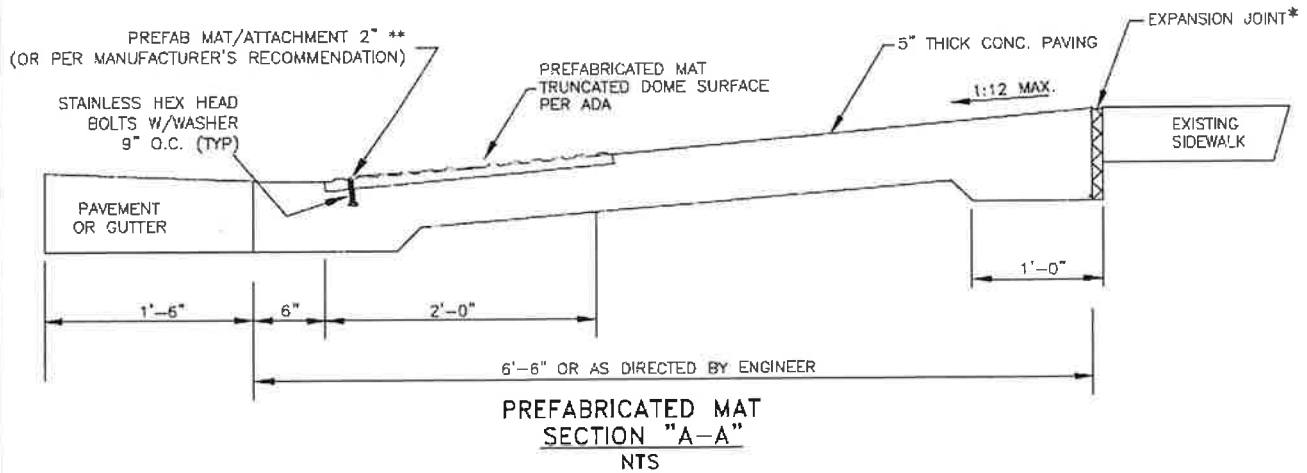
STANDARD DRAWING 4 SHEET 1 OF 1 06-15-2021



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



TRUNCATED DOME DETECTABLE WARNING SURFACE
NTS



* EXPANSION JOINT MATERIAL TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02

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



**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

**HANDICAP CURB RAMP
AREAS WITH GRASS STRIP**

STANDARD DRAWING 7 SHEET 1 OF 2 06-15-2021

ADDENDUM 1

1. EXPANSION JOINT IS TO BE PLACED WHERE THE NEW RAMP OR SIDEWALK JOINS EXISTING PAVEMENT STRUCTURES.

2. EXPANSION JOINT MATERIAL TO BE IN ACCORDANCE WITH ARTICLE 832.01 AND 832.02 OF ALDOT SPECIFICATIONS.

3. RAMPS SHALL HAVE A NON-SKID SURFACE BY BRUSHING TRANSVERSELY.

4. SIDEWALK TO BE 4" MINIMUM THICKNESS. RAMP TO BE 5" MINIMUM THICKNESS.

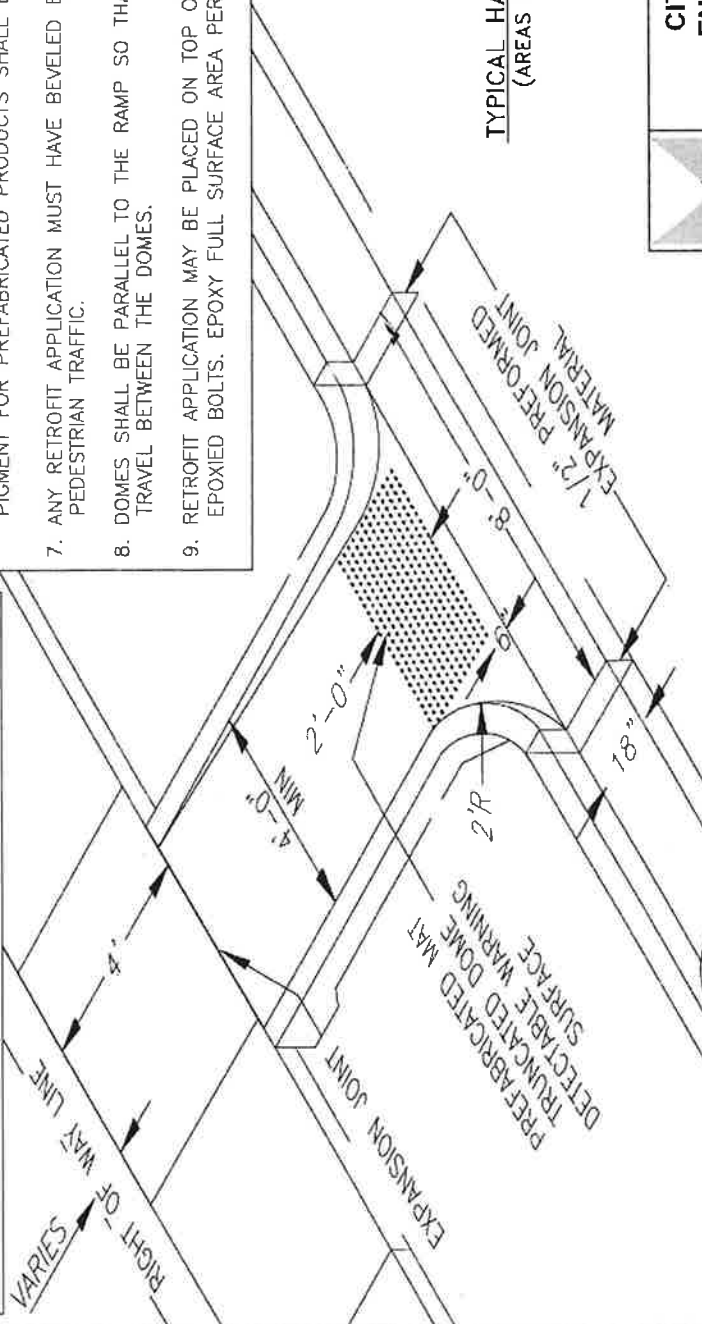
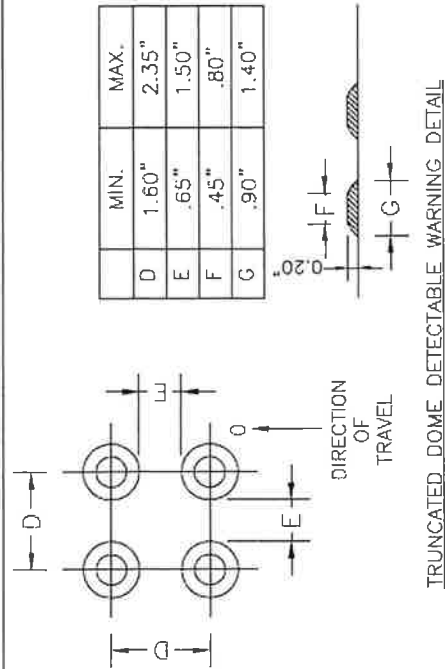
5. WHERE SIDEWALKS ARE REQUIRED, THIS PLAN SHALL BE USED AT PEDESTRIAN CROSSWALKS FOR SAFE AND CONVENIENT MOVEMENT OF THE HANDICAPPED AND PERSONS USING WHEELCHAIRS.

6. TRUNCATED DOMES MEETING THE SIZE AND SPACING SHOWN SHALL BE CONSTRUCTED 2' WIDE FOR THE WIDTH OF THE RAMP. TRUNCATED DOMES TO BE INLAID PREFABRICATED MATS ATTACHED BY WET SETTING IN NEW RAMPS. THE 2' MAT SHALL BE A COLORATION OF FEDERAL COLOR 20109. PIGMENT FOR PREFABRICATED PRODUCTS SHALL BE INTEGRAL TO THE MATERIAL.

7. ANY RETROFIT APPLICATION MUST HAVE BEVELED EDGES ON SIDES WITH APPROACHING PEDESTRIAN TRAFFIC.

8. DOMES SHALL BE PARALLEL TO THE RAMP SO THAT THE WHEELCHAIR WHEELS CAN TRAVEL BETWEEN THE DOMES.

9. RETROFIT APPLICATION MAY BE PLACED ON TOP OF EXISTING RAMP WITH DRILLED AND EPOXIED BOLTS. EPOXY FULL SURFACE AREA PER MANUFACTURER'S RECOMMENDATIONS.



TYPICAL HANDICAP/CURB RAMP
(AREAS WITH GRASS STRIP)

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



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

STANDARD DRAWING 7 SHEET 2 OF 2 06-15-2021

PREFABRICATED
DOME SURFACE
SURFACE
TO RE FEDE

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

The diagram illustrates the plan view of a gutter installation. Key features include:

- Materials and Slopes:**
 - PREFABRICATED MAT TRUNCATED DOME SURFACE PER ADA DOME SURFACE AREA COLORATION TO BE FEDERAL COLOR #20109:** Indicated for the main gutter section.
 - 12:1 MAX:** Slope for the main gutter section.
 - 10:1 MAX:** Slope for the transition sections.
- Dimensions:**
 - 6'-0" MIN:** Minimum length for the main gutter section and the transition sections.
 - 4'-0" MIN:** Minimum length for the central gutter section.
 - 6'-0" MIN:** Minimum length for the transition sections.
 - 2'-0" MIN:** Minimum length for the central gutter section.
- Expansion Joints:** Indicated by arrows pointing to the joints between the gutter sections.
- Slopes:**
 - 8% GUTTER SLOPE:** Slope for the main gutter section.
 - 5% GUTTER SLOPE:** Slope for the central gutter section.
 - TRANSITION FROM 8% TO 5% GUTTER SLOPE:** Slope for the transition sections.
 - TRANSITION FROM 5% TO 8% GUTTER SLOPE:** Slope for the transition sections.
- Labels:**
 - EXPANSION JOINT***
 - PLAN VIEW**
 - NTS** (Not To Scale)

NTS

PREFABRICATED MAT/ATTACHMENT 2" **
(OR PER MANUFACTURER'S RECOMMENDATION)

6" OR AS DIRECTED BY THE ENGINEER

6" RAMP TO 12" OUTER EDGES

PREFABRICATED MAT TRUNCATED DOME SURFACE PER ADA

5" THICK CONC. PAVING

12:1 MAX.

EXPANSION JOINT*

EXISTING SIDEWALK

STAINLESS HEX HEAD BOLTS W/WASHER 9" O.C. (TYP)

1'-5"

6"

2'-0"

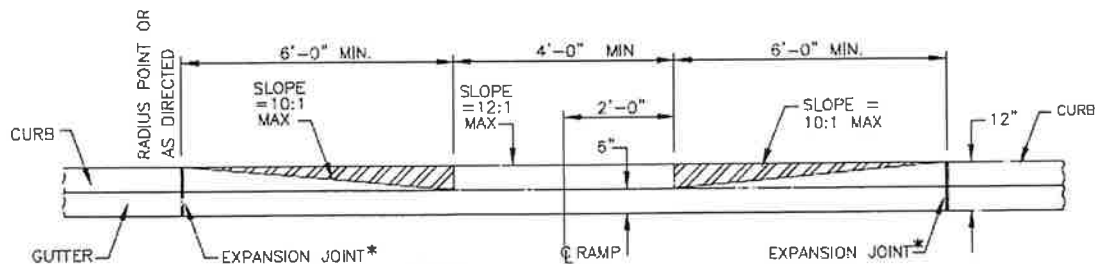
6'-6" OR AS DIRECTED BY ENGINEER

1'-0"

CROSS SECTION

NTS

CROSS SECTION
NTS



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

CURB LEVEL VIEW
NTS

-

TYPICAL HANDICAP CURB RAMP
AREAS W/NO GRASS STRIP

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

ADDENDUM 1

1. EXPANSION JOINT IS TO BE PLACED WHERE THE NEW RAMP OR SIDEWALK JOINS EXISTING PAVEMENT STRUCTURES.

2. EXPANSION JOINT MATERIAL TO BE IN ACCORDANCE WITH ARTICLE 832.01 AND 832.02 OF ALDOT SPECIFICATIONS.

3. RAMPS SHALL HAVE A NON-SKID SURFACE BY BRUSHING TRANSVERSELY.

4. SIDEWALK TO BE 4" MINIMUM THICKNESS, RAMP TO BE 5" MINIMUM THICKNESS.

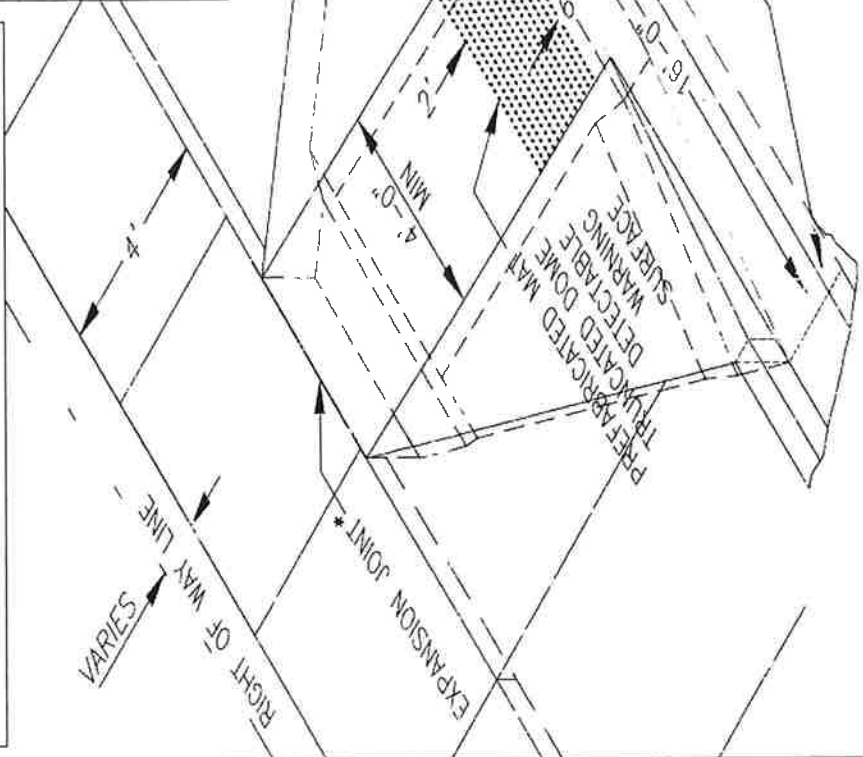
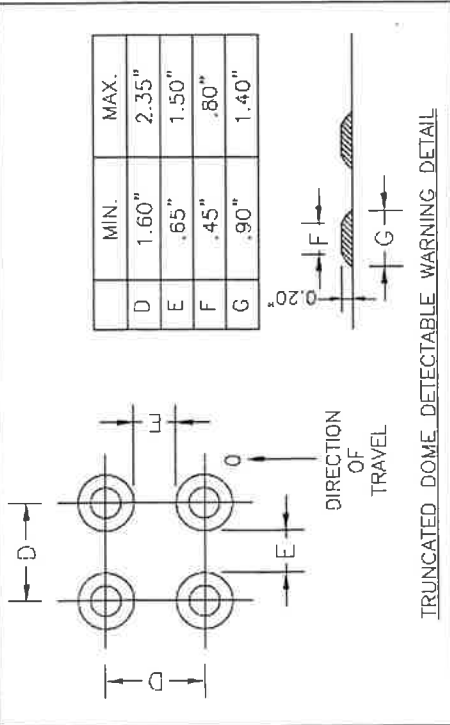
5. WHERE SIDEWALKS ARE REQUIRED, THIS PLAN SHALL BE USED AT PEDESTRIAN CROSSWALKS FOR SAFE AND CONVENIENT MOVEMENT OF THE HANDICAPPED AND PERSONS USING WHEELCHAIRS.

6. TRUNCATED DOMES MEETING THE SIZE AND SPACING SHOWN SHALL BE CONSTRUCTED 2' WIDE FOR THE WIDTH OF THE RAMP. TRUNCATED DOMES TO BE INLAID PREFABRICATED MATS ATTACHED BY WET SETTING IN NEW RAMPS. THE 2' MAT SHALL BE A COLORATION OF FEDERAL COLOR 20109. PIGMENT FOR PREFABRICATED PRODUCTS SHALL BE INTEGRAL TO THE MATERIAL.

7. ANY RETROFIT APPLICATION MUST HAVE BEVELED EDGES ON SIDES WITH APPROACHING PEDESTRIAN TRAFFIC.

8. DOMES SHALL BE PARALLEL TO THE RAMP SO THAT THE WHEELCHAIR WHEELS CAN TRAVEL BETWEEN THE DOMES.

9. RETROFIT APPLICATION MAY BE PLACED ON TOP OF EXISTING RAMP WITH DRILLED AND EPOXIED BOLTS. EPOXY FULL SURFACE AREA PER MANUFACTURER'S RECOMMENDATIONS.



* EXPANSION JOINT MATERIAL TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02

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



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
TYPICAL HANDICAP CURB RAMP
AREAS W/NO GRASS STRIP
ISOMETRIC VIEW

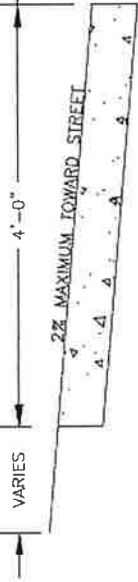
STANDARD DRAWING 9 SHEET 2 OF 2 06-15-2021

ADDENDUM 1

R / R.O.W.

BACK OF CURB,
EDGE OF STREET
OR GUTTER

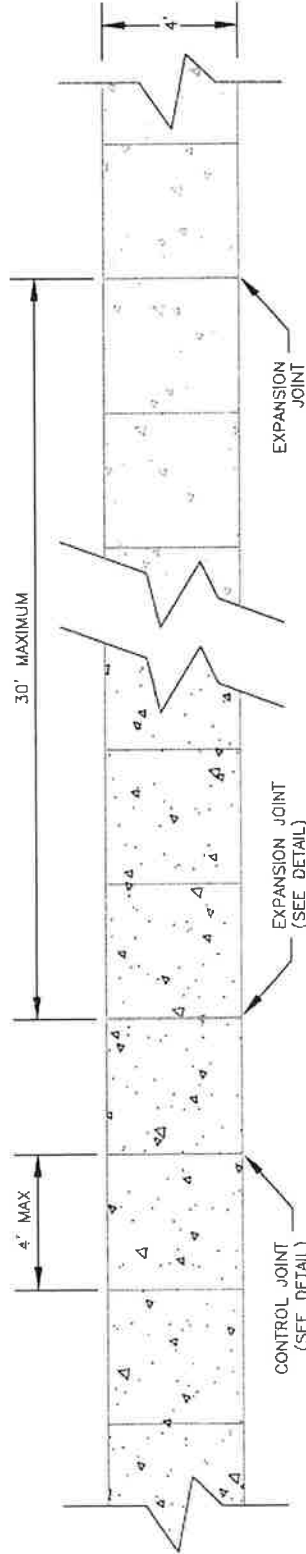
WIDTH DEPENDENT ON ROW WIDTH



SIDEWALK CROSS SECTION

NOT TO SCALE

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



STANDARD SIDEWALK PLAN DETAIL

NOT TO SCALE

JOINT SEALER**
(OPTIONAL)

JOINT FILLER**

1/2" MIN. WITH
1/8" RADIUS EDGES

3/16" MIN. WITH
1/8" RADIUS EDGES



EXPANSION JOINT DETAIL

NOT TO SCALE



CONTROL JOINT DETAIL

NOT TO SCALE

NOTES:

SIDEWALK PANELS TO BE 4" MINIMUM THICKNESS.

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

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

EDGE OF SIDEWALK SHALL HAVE 1/2" RADIUS.

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

*EXPANSION JOINT
MATERIALS TO MEET
ALDOT SPECIFICATIONS
832.01 & 832.02



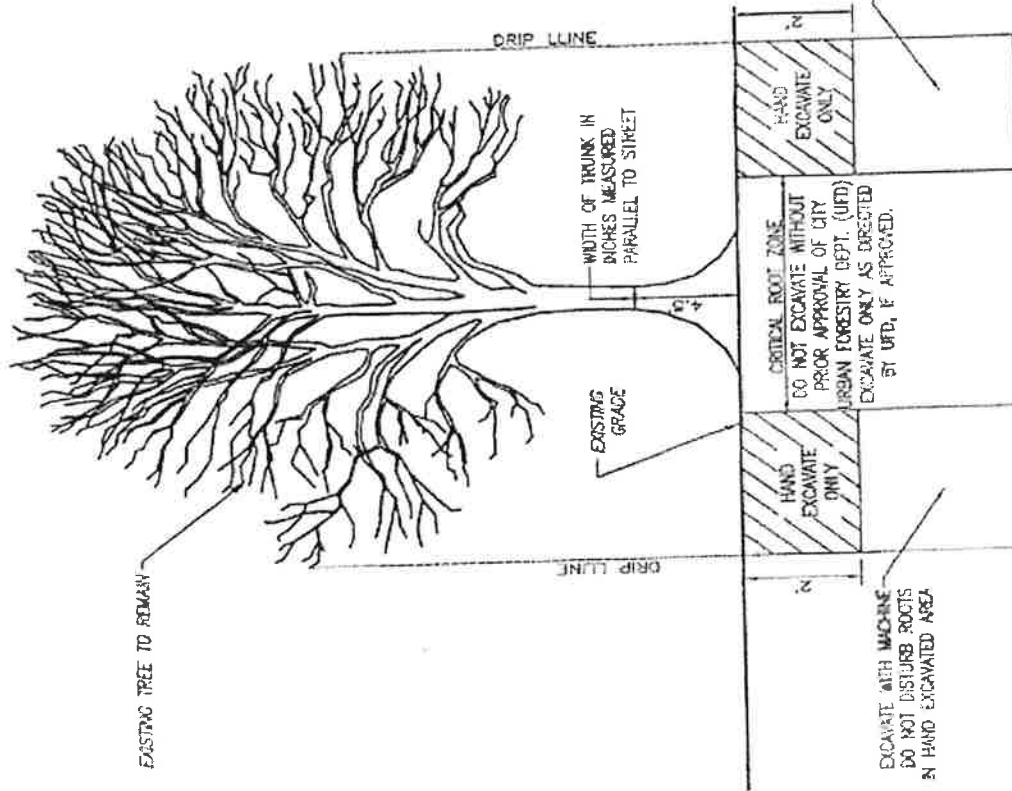
CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
CONCRETE SIDEWALK
DETAILS

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

ADDENDUM 1

URBAN FORESTRY STANDARD NOTES:

1. REMOVAL OF TREES FROM THE CITY ROW REQUIRES A PERMIT AND APPROVAL FROM THE CITY OF MOBILE TREE COMMISSION.
2. PRUNING OR REMOVAL OF TREE LIMBS FROM TREES ON THE CITY ROW REQUIRES A PERMIT AND APPROVAL FROM THE CITY OF MOBILE TREE COMMISSION.
3. NO VEHICLES, HEAVY EQUIPMENT, OR CONSTRUCTION MATERIALS SHALL BE STORED OR PARKED NEXT TO OR BENEATH THE TREES ON THE CITY ROW.
4. ALL WORK BEING DONE BEHIND THE CURB AND UNDER THE DRIP LINE OF THE TREE SHALL BE HAND DUG TO A DEPTH OF 24 INCHES BEFORE MECHANICAL EQUIPMENT CAN BE USED.
5. NO TREE ROOTS, PARTICULARLY THOSE 3 INCHES IN DIAMETER OR LARGER, SHALL BE CUT WITHIN THE CRITICAL ROOT ZONE WITHOUT APPROVAL BY THE CITY OF MOBILE ARBORIST AND ALL ROOTS ON THE TREE IN THE PROJECT AREA THAT REQUIRE CUTTING SHALL BE CLEAN CUT WITH A SHARP CUTTING TOOL.
6. TEMPORARY FENCING SHALL BE INSTALLED DURING CONSTRUCTION AROUND ALL TREES THAT ARE SCHEDULED TO REMAIN TO PREVENT DAMAGE TO THE TREE. FENCING SHALL BE PLACED AT THE DRIPLINE OF THE TREE. IF IT IS NOT POSSIBLE TO LOCATE FENCING AT THE DRIPLINE, THEN FENCING SHALL BE LOCATED OUTSIDE OF THE CRITICAL ROOT ZONE (CRZ). THE CRZ IS OBTAINED BY MEASURING THE DIAMETER OF THE TREE IN INCHES AT 4.5 FT ABOVE THE GROUND (DBH). THE MEASUREMENT IS THEN DIVIDED IN HALF AND CHANGED TO FEET (e.g. A TREE WITH A 12 INCH DBH HAS A 6 FT CRZ). THE CRZ EXTENDS IN ALL DIRECTIONS FROM THE BASE OF THE TRUNK. THIS IS TO PROTECT THE TRUNK OF THE TREE AND THE BASE OF THE TREE FROM DAMAGE DURING CONSTRUCTION AS REQUIRED IN CHAPTER 85 ARTICLE VII OF THE CITY CODE. PLEASE CALL PETER TOLER AT 251-208-1522 WITH ANY QUESTIONS REGARDING THE CRITICAL ROOT ZONE.
7. THE CONTRACTOR SHALL NOTIFY THE URBAN FORESTER 48 HOURS IN ADVANCE PRIOR TO THE REMOVAL OF SIDEWALK, ASPHALT, OR ANY MATERIAL WITHIN THE CRZ OF A TREE. URBAN FORESTER CONTACT INFORMATION: PETER TOLER (251)268-7926.
8. THE CONTRACTOR WILL CAREFULLY REMOVE ALL CONCRETE OR STRUCTURAL MATERIALS THAT ARE AFFECTED BY THE TREE ROOT SYSTEM IN A MANNER THAT EXPOSES THE COMPLETE EXISTING ROOT SYSTEM. THE CONTRACTOR WILL MAKE ALL EFFORTS TO NOT DAMAGE ANY TREE ROOT SYSTEM. IF ANY ROOT IS FOUND TO BE OVER 3" IN DIAMETER THE CONTRACTOR WILL CONTACT PUBLIC SERVICES TO REVIEW THE ROOT SYSTEM. THE CONTRACTOR WILL WORK IN A SURROUNDING AREA UNTIL THE URBAN FORESTER HAS APPROVED CONSTRUCTION ENHANCEMENTS. NO ROOTS SHALL BE REMOVED OVER 3" IN DIAMETER WITHOUT THE PERMISSION OF THE URBAN FORESTER.



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

TREE ROOT PROTECTION DETAIL
(NTS)

STANDARD DRAWING SHEET 1 OF 3 11-15-2022

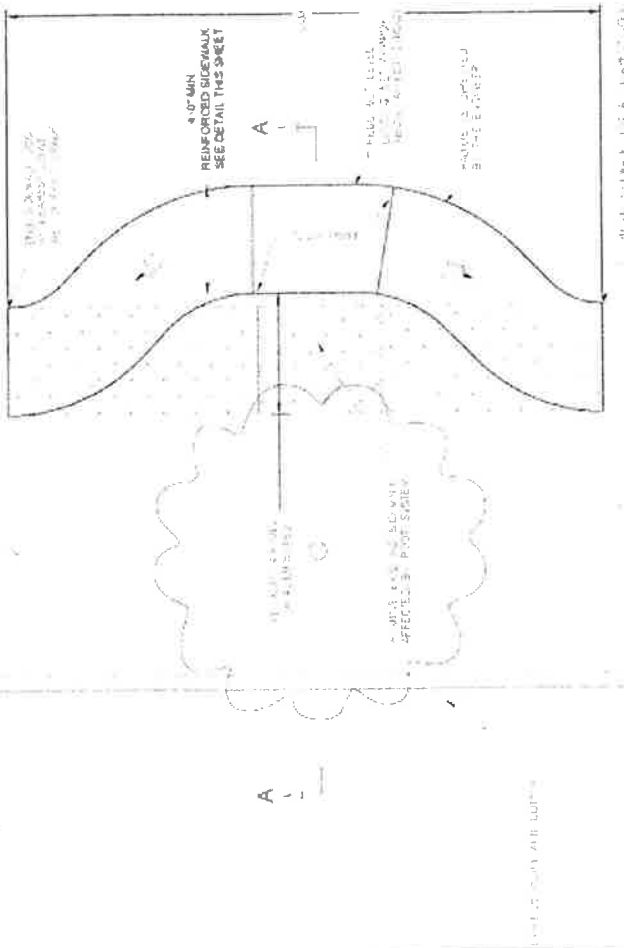


ADDENDUM 1

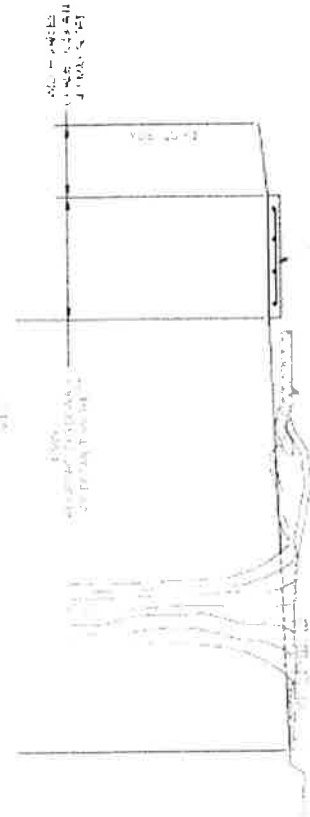
TREE CONSTRUCTION NOTES:

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

HAICH LEGEND



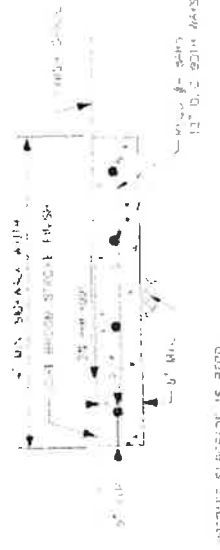
PLAN VIEW



SIDEWALK PLACED AROUND THE ROOT SYSTEM OF TREES

60° LEVEL LANDING SPOT

SECTION A-A



6" REINFORCED CONCRETE - SECTION DETAIL 1

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

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

STANDARD DRAWING SHEET 2 OF 3 11-15-2022

ADDENDUM 1

END SIDEWALK RAMP AT NEAREST JOINT. TIE TO EXISTING GRADE. 1/2" EXPOSED ON JOINT REQ.

B

4' 0" MIN. REINFORCED SIDEWALK SEE DETAIL THIS SHEET

A

REQD 60" LEVEL AND NO SET APPROX 5" MIN ABOVE AFFECTED ROOT SYSTEM

VARIABLES

END SIDEWALK RAMP AT NEAREST JOINT. TIE TO EXISTING GRADE. 1/2" EXPOSED ON JOINT REQ.

B

EXISTING CURB AND GUTTER

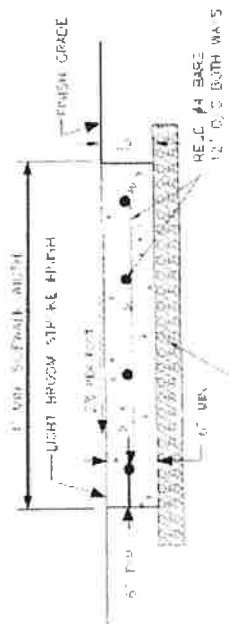
RELOCATE AS DIRECTED WIDTH VARIES

REMOVE EXISTING SIDEWALK AFFECTED BY ROOT SYSTEM

A

PLAN VIEW
N.T.S.

SECTION A-A



6" REINFORCED SIDEWALK SECTION DETAIL 2
N.T.S.

TREE CONSTRUCTION NOTES:

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



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

TREE ROOT/SIDEWALK PROTECTION
DETAIL (SIDEWALK ABOVE ROOTS)

STANDARD DRAWING SHEET 3 OF 3 11-15-2022

ATTACHMENT “H”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:**A. DESCRIPTION OF REQUIREMENTS**

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

B. GENERAL PROCEDURES

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

ADDENDUM 1

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



ADDENDUM 1**ACCOUNTING OF SALES TAX FORM**To: City of MobileDate: 7.19.24

Name of Project: **2024 CITY WIDE CIP SIDEWALK REPAIR & MAINTENANCE**
Project Number: **2024-3005-14**

SALES TAX ACCOUNTING

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

ESTIMATED SALES TAX AMOUNT**BASE BID ITEMS:**\$ 74,592.00

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

Legal Name of Bidder CHRIS BREWER CONTRACTING, INC.
Mailing Address P.O. Box 70211 MOBILE, AL. 36607
*By (Legal Signature) C.S. Brewer
*Name (type or print) C.S. BREWER (Seal)
*Title PRESIDENT
Telephone Number (251) 456-7270

ADDENDUM NO. 1

ADDENDUM NO. 1

2024 CITY WIDE CIP SIDEWALK REPAIRS & MAINTENANCE

CITY OF MOBILE PROJECT NO. 2024-3005-14

BID DATE: JULY 24, 2024

ADDENDUM NO. 1

ISSUED: JULY 19, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

- ✓ 1. **REPLACE ITEM III, PROPOSAL**, IN ITS ENTIRETY WITH THE ATTACHED BID PROPOSAL
- ✓ 2. **REPLACE PAGE 34**, IN ITS ENTIRETY WITH THE REVISED PAGE 34.
- ✓ 3. **REPLACE ATTACHMENT G, SIGN DETAILS**, IN ITS ENTIRETY WITH THE REVISED ATTACHMENT G, DETAILS.
- ✓ 4. **REPLACE ATTACHMENT H, TAX EXEMPTION**, IN ITS ENTIRETY WITH THE REVISED ATTACHMENT H, TAX EXEMPTION.

Note: Pay items and quantities were revised on the Proposal Sheets. Note #66 was added to Page 34. Attachments G and H were updated.

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

C.S. Brewer
Signature

7.19.24
Date

C.S. BREWER
Printed Name

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



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: History Museum of Mobile - Chiller Replacement

CAPITAL PROJECT #: G-EECBG24 (20002000-42200)

CONTRACT AMOUNT: \$22,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-013-24

PROJECT DESCRIPTION: Consultant will provide design for removal of existing chiller and installation of new chiller including any adjustments regarding size, power, etc of replacement chiller

VENDOR NAME: Jaguar Consulting, LLC

VENDOR
NUMBER: 298722

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 ____ N X ; 5% of the 1st 50%
____ or

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 08/19/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

- Consultant will provide design for removal of existing chiller and installation of new chiller including any adjustments regarding size, power, etc of replacement chiller

Amount of Contract:

\$22,000.00

Funding Source

G-EECBG24 ENERGY EFFICIENCY AND CONSERVATION (20002000-42200)

ATTACHMENTS:

1. agreement contract pack (2) Jaguar MU-013-24

REVIEWERS:

Tiereney Leverette

Lana Gauthier



08.15.2024

Dear Council Members:

Attached to this memo is an agreement between the JAGUAR CONSULTING LLC and the City of Mobile, for the project titled "History Museum of Mobile - Chiller Replacement" in the amount of \$ 0.00.

Design for Chiller Replacement at History Museum (this project is Grant funded)

We look forward to continued communication on this important project. Please call me at (251) 208-1083 or email me at jody.russell@cityofmobile.org or Jennifer Greene at 251-208-7199 or email at jennifer.greene@cityofmobile.org with questions or concerns.

Respectfully,

Russell, Jody

Architectural Engineer
Architectural Engineering
(251) 208-1083

Information on this project is follows:

Commitment Type:	Consultant
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, 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: Jaguar Consulting, LLC

Project Name: History Museum of Mobile - Chiller Replacement

Project Number: MU-013-24

Amount: \$22,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: History Museum of Mobile - Chiller Replacement

CAPITAL PROJECT #: G-EECBG24 (20002000-42200)

CONTRACT AMOUNT: \$22,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-013-24

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VENDOR NAME: Jaguar Consulting, LLC

VENDOR NUMBER: 298722

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 ___ N X ; 5% of the 1st 50% ___ or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 08/19/2024

**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**



This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695

City of Mobile Business License No.: 35251

Secretary of State Registration No.: 001-001-480

For the following Project: History Museum of Mobile- Chiller Replacement
65 Government Street
Mobile, Alabama 36602

Project Number: MU-013-24

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT’S SERVICE

- 1.1.1 The Consultant’s services consist of those described herewith and as outlined in the Consultant’s Proposal for a sum not to exceed TWENTY-TWO THOUSAND AND 00/100 DOLLARS (\$22,000.00).
- 1.1.2 The Consultant’s services shall be as stated in the attached Fee Proposal dated July 16th, 2024, respectively.
- 1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her “Professional Seal”.
- 1.1.4 If Additional Services are required due to circumstances beyond the Consultant’s control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant’s notice shall include a description of the circumstances justifying the “Additional Services” and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

- 2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name: Jaguar Consulting, LLC
Address: 8658 Capital Drive North
Phone Number: 251-455-9189
Email address: JaguarEngineers@yahoo.com
Name: Christina Marie, P.E.
License No: 35251

3.1 GENERAL REQUIREMENTS

- 3.1.1 The Consultant shall deliver the Work complete within Thirty (30) calendar days from the date of the Written Notice to Proceed. Deliverables shall be Two (2) sets of original sealed Documents, along with Electronic Digital Form files for all documents, Word format documents and drawings, and other applicable documents.

- 3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

- 3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

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

3.1.5 STANDARD OF PERFORMANCE

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

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated July 16, 2024.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Policy Limit
Bodily Injury by Disease \$1,000,000 Each Employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. \$2,000,000 Products/Completed Operations aggregate
3. \$1,000,000 Personal and Advertising Injury per person/organization
4. \$2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule)*.

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to

include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed \$10,000, for which Consultant will remain solely responsible for, shall apply.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated July 16, 2024;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record; and
5. E-Verify Enrollment Documentation.

6.1 DISPUTE RESOLUTION

- A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.
- B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

- A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 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.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Consultant 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.

12.1 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.

13.1 NON-AGENCY CLAUSE

Consultant, 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 Consultant 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 Consultant. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Consultant shall be wholly responsible, therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: **City of Mobile**

Legal Name of Party to Contract:

CONSULTANT: **Jaguar Consulting, LLC**

Signature

William S. Stimpson, Mayor
Printed Name and Title

Signature

Christina Marie, P.E., President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: **City of Mobile**

City Clerk

Consultant:

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Christina Marie as President of Jaguar Consulting, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 23 day of July, 2024.

Sharon Hunnicutt
NOTARY PUBLIC
My Commission Expires: 7/14/2025





July 16, 2024

Mr. Jody Russell
City of Mobile
Architectural Engineering Department
Mobile, AL 36602
(251)208-1083 office
(251)605-4921 cell

Re: Engineering Services Fee Proposal
History Museum of Mobile - Chiller Replacement
City of Mobile Project Number: MU-013-24

We propose to render Professional Engineering Services for the above referenced project. The owner of this project is The City of Mobile.

The project includes the replacement of an existing Chiller.

The City of Mobile total estimated budget for this project is approximately \$313,600.

The preliminary cost estimate for the work to be designed by Jaguar Consulting and Dell Consulting is \$328,174. Specifically, our design will include HVAC Chiller Replacement and electrical power systems to support the new HVAC work. No controls or support equipment not specifically listed are included in the design scope.

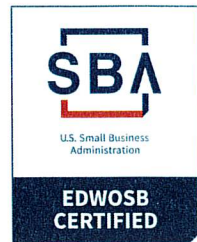
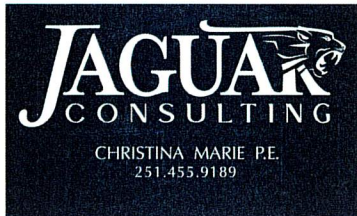
The specific extent of work includes:

1. HVAC
 - a. Replacement of existing Chiller.
2. Electrical
 - a. Power to support replacement of existing Chiller.
3. Construction Administration
 - a. Two site visits during construction period once Notice to Proceed is issued.

We propose to render services and make submittals listed below:

100% Construction Documents	\$17,600.00
Construction Administration	\$4,400.00

We propose a lump sum fee of \$22,000.00. Additional services, if authorized, will be charged at our hourly rates which are attached.



We request that you inform us of changes in the time of performance in writing. We will endeavor to accommodate any changes, but we reserve the right to negotiate with you additional compensation or time.

Jaguar Consulting will provide you with .pdf files of drawings and specifications for each submittal.

We are prepared to schedule this work immediately. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.

Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to give me a call.

Sincerely:

Christina Marie, P.E.
PE 50660 - ECA 50377
Jaguar Consulting, LLC
JaguarEngineers@Yahoo.com

Approved by: _____
Date: _____

EXHIBIT A
SCOPE OF WORK

History Museum of Mobile

Chiller Replacement

Project #MU-008-24

The Consultant will provide design for removal of the existing chiller and installation of new chiller including any adjustments regarding size, power, etc. of replacement chiller.

END OF SCOPE OF WORK



Effective Date: January 1, 2023

HOURLY RATES

<u>Classification</u>	<u>Rate/Hour</u>
Senior Principal/Partner	\$264
Principal/Partner	\$215
Registered Engineer (P.E.)	\$165
Senior Designer – Partner	\$155
Senior Designer	\$120
RCDD	\$132
Engineer (E.T.)	\$103
Engineering Designer	\$94
Drafting	\$81
Clerical	\$66

Reimbursable – Billed at cost plus 10%



COST ESTIMATE

Mobile History Museum
Chiller Replacement (Grant)
Tuesday, July 16, 2024
City of Mobile Project Number: MU-013-24

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
MECHANICAL - DIVISION 23				
Common Work Results				
Water chiller	1	Ea.	\$15,160.00	\$15,160.00
Subtotal				\$15,160.00
HVAC Equipment				
Air-Cooled Chiller (100 Ton)	1	Ea.	\$157,500.00	\$157,500.00
Labor	1	Lot	\$47,250.00	\$47,250.00
Subtotal				\$204,750.00
Mechanical Subtotal				\$219,910.00
ELECTRICAL - DIVISION 26				
ELECTRICAL DEMOLITION				
Disconnect and removal of existng power to an existing Chiller.	1	Ea.	\$3,000.00	\$3,000.00
Subtotal				\$3,000.00
ELECTRICAL RENOVATION				
Power to new Chiller.	1	Ea.	\$11,500.00	\$11,500.00
Subtotal				\$11,500.00
Electrical Subtotal				\$14,500.00
MEP Subtotal				\$234,410.00
Contingency/Unknown/Unestimated				\$58,602.50
Overhead and Profit				\$35,161.50
MEP TOTAL				\$328,174.00



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

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

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

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

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

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

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

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



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archtrique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	JAGUAR CONSULTING, LLC
Address	8658 CAPITAL DR. N MOBILE, AL 36685
Telephone	251-455-9189
E-Mail	JAGUARCONSULTING@YAHOO.COM

RFP/RFQ Solicitation Number	
Project Description	NU-613-24 HISTORY MUSEUM CHILDREN REPLACEMENT
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☐ Female ☒ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	1

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHRISTINE MARQUE

Signature: [Signature] Date: 7/23/24

Title: OWNER

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

Name: _____ Title: _____

Email: _____ Phone: _____



Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org

201.200.1 007
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____

_____/_____/_____ Description _____

Name of Bidder/Proposer: _____

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

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 Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs.



JAGUAR CONSULTING LLC	
Entity ID Number	001-001-480
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	02/07/2022
Registered Agent Name	MARIE, CHRISTINA
Registered Office Street Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Registered Office Mailing Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Nature of Business	
Annual Reports	
Report Year	2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/07/2022 Certificate of Formation 3 pgs.

[Browse Results](#)[New Search](#)



Company ID Number: 2268780

Approved by:

Employer Jaguar Consulting LLC	
Name (Please Type or Print) Christina Marie	Title
Signature Electronically Signed	Date 09/11/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/11/2023



Company ID Number: 2268780

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Jaguar Consulting LLC
Company Facility Address	8658 Capital DR. N Mobile, AL 36695
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	880556892
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

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 HESTER, THOMAS & ASSOCIATES LLC 851 E I-65 Service Road South Ste 110 Mobile, AL 36606		CONTACT NAME: PHONE (A/C, No, Ext): (251)470-9915 FAX (A/C, No): (251)470-9971 E-MAIL ADDRESS: andy@htains.com		
INSURED Jaguar Consutling, LLC 8658 Capital Drive N MOBILE, AL 36695		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Wilmington Insurance Company		
		INSURER B : Hiscox Insurance Company		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ Contractual Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	GLB055639	1/19/2024	1/19/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							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
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	XLB055645	1/19/2024	1/19/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Professional Liability (E&O)	Y	Y	P1009225923	2/25/2023	2/25/2024	Per Occurrence	\$2,000,000
							Aggregate	\$2,000,000

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

Engineering Services: Design and Consulting

City of Mobile is included as an Additional Insured on all policies shown above. All policies shown above are Primary & Non-Contributory with any other insurance in force or which may be purchased by Additional Insured. A Waiver of Subrogation applies, in favor of City of Mobile for General Liability and Umbrella policies shown above. All policies carry a 30 day Notice of Cancellation and/or Non-Renewal, excepting Cancellation for Non-Payment (10-days).

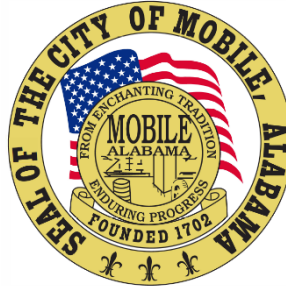
Project Name: History Museum of Mobile - Chiller Replacement - Project Number: MU-013-24

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Attached is the resolution to accept Amendment #2 to subaward agreement for ADCNR Grant #: S1P15-MASM, project entitled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning." The original grant agreement was signed in July, 2020 and Amendment #1 was signed in April, 2023. The scope of the project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City, study repetitive flood loss areas, and develop a stormwater manual with resources for use in resiliency planning for in developers and private landowners. This amendment adds \$300,000 RESTORE Act Bucket 3 funds to the award, for a new total of \$3,899,593.00. Additional work will be completed including creation of additional volumes in our manual.

Amount of Contract:

\$300,000

Funding Source

N/A

ATTACHMENTS:

1. Cover_Letter_Amendment2
2. Resolution_Amendment2
3. S1P15_MASM_MASstormWaterMappingResiliency_Amendment Number
2_DraftSubaward_06-04-2024_jrc_rmc
4. S1P15-MASM_MobileAreaStormwaterMapping_AmendmentNumber2_NOA_05-20-
2024_rmc
5. Res 01-403 Stormwater Amend I_ADOPTED RESOLUTION

6. S1P15-

MASM_MobileAreaStormwaterMapping_AmendmentNumber1_Subaward_FullyExecuted_0
5-31-2023_rmc

7. S1P15_MASM_MASstormWaterMappingResiliency_FullyExecutedSubaward_08.10.2020_RMC

REVIEWERS:

Tierney Leverette

Lana Gauthier



August 28, 2024

Dear Councilmembers:

Attached is the resolution to accept Amendment #2 to subaward agreement for ADCNR Grant #: S1P15-MASM, project entitled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning." The original grant agreement was signed in July, 2020 and Amendment #1 was signed in April, 2023. The scope of the project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City, study repetitive flood loss areas, and develop a stormwater manual with resources for use in resiliency planning for in developers and private landowners.

This amendment adds \$300,000 RESTORE Act Bucket 3 funds to the award, for a new total of \$3,899,593.00. Additional work will be completed including creation of additional volumes in our manual.

Please do not hesitate to contact me with any questions at 251.208.7199 or at jennifer.greene@cityofmobile.org.

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director of Programs and Project Management
Public Works

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest,
respectively, for and on behalf of the City of Mobile, a Subaward Agreement, between the City of Mobile
and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded
substantially the same, for Amendment No. 2 of an existing grant for Mobile Area Storm Water Mapping
& Resiliency Planning, and to take all actions necessary to effectuate said Agreement, as outlined in the
Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement
will be on file in the office of the City Clerk.

Adopted:

City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 2

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the City of Mobile (hereinafter “Subrecipient”). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter “Parties”) agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Direct Component project titled “State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning” (hereinafter “Project”). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile’s Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-02. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 2 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-02, Mobile Area Storm Water Mapping & Resiliency Planning Amendment No. 2. This amendment executes the following suite of actions:

- This amendment includes a \$300,000.00 increase in federal funds and \$250,000 in cofunding to support the completion of additional volumes of the Mobile Stormwater Management Manual;
 - The project and budget periods have been extended to 01/31/2028;
 - The revised special award conditions are attached to the amended notice of award;
 - A revised reporting schedule is attached to this amendment; and
 - All other terms & conditions contained in the initial award remain in effect.
2. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0002
 - b. Federal Award Period of Performance: 10/01/2019 to 01/31/2028
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$3,599,593.00
 - d. Subrecipient UEI: QV8KPHH9J8A3
 - e. Total Amount of Federal Award: \$3,899,593.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE Council”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 “Spill Impact Component Project Grants”

- i. Indirect Cost Rate of Subrecipient: 0%
- 3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million five hundred ninety-nine thousand five hundred ninety-three and xx/100 dollars \$3,599,593.00).
- 4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on October 1, 2019 and end on January 31, 2028.
- 5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on January 31, 2028 (hereinafter "Agreement Term").
- 6. CLOSEOUT PROCEDURES: The closeout process is final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports adhering to the schedule developed by ADCNR.
- 7. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

8. **BOYCOTT:** In compliance with Act 2016-312, Permittee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

9. **PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.**
10. **DOCUMENTS:** The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement;
 2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-02 and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date: _____

CITY OF MOBILE, A Municipal Corporation

By: _____

Date: _____

Its: _____

ATTEST:

City Clerk

Date:

AL-05/20/2024

Subrecipient Name: City of Mobile, **QV8KPHH9J8A3**

Title of Grant Project: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Attachment

Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification	
(i.) Subrecipient name	City of Mobile
(ii.) Subrecipient's unique entity identifier	UEI: QV8KPHH9J8A3
(iii.) Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	05/20/2024
(v.) Subaward Period of Performance Start and End Date;	This agreement shall commence when it is executed by both Parties and end on January 31, 2028.
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$3,599,593.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$3,599,593.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$3,599,593.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity.	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: <u>WLNMNKHKF5T1</u> is <u>\$3,899,593.00</u> .
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

1. DATE ISSUED MM/DD/YYYY 05/20/2024		1a. SUPERSEDES AWARD NOTICE dated 03/07/2023 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 87,052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP20AL0002-01-02 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP20AL0002		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2019		Through MM/DD/YYYY 01/31/2028	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2019		Through MM/DD/YYYY 01/31/2028	

8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning
--

The Gulf Coast Ecosystem Restoration Council
RESTORE Council
Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES 64 N Union St RM 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St RM 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 An authorized representative electronically signed the award on 05/28/2024	10b. FEDERAL PROJECT OFFICER Ms. Kathleen Baxter 500 Poydras St STE 1117 New Orleans, LA 70130-7305 Phone: 504-940-7709

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 3,899,593.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages	25,873.00	c. Less Cumulative Prior Award(s) This Budget Period 3,599,593.00	
b. Fringe Benefits	10,603.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 300,000.00	
c. Total Personnel Costs	36,476.00	13. Total Federal Funds Awarded to Date for Project Period 3,899,593.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	84.00	a. 2	d. 5
g. Construction	0.00	b. 3	e. 6
h. Other	550,000.00	c. 4	f. 7
i. Contractual	3,554,226.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	4,140,786.00	a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)	
k. INDIRECT COSTS	8,807.00	16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
I. TOTAL APPROVED BUDGET	4,149,593.00	a. The grant program legislation b. The grant program regulations c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
m. Federal Share	3,899,593.00	In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	
n. Non-Federal Share	250,000.00		

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
This amendment includes a \$300,000 increase in federal funds and \$250,000 in cofunding to support the completion of additional volumes of the Mobile Stormwater Management Manual. In addition, the project and budget periods have been extended to 1/31/2028.

AUTHORIZING OFFICIAL:
Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 05/29/2024

17.OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN 636000619	19a. UEI WLNMMNKHKF5T1	19b. DUNS 929933406	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. SEP	b. GNSSP20AL0002	c. 6013 NONIN	d. \$300,000.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 4	DATE ISSUED 05/20/2024
GRANT NO. GNSSP20AL0002-01-02	

Special Award Conditions

1. Non-Duplicative Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Grant Project Performance and Financial Reporting

The Recipient must submit project performance reports through the Council's Program Information Platform for Ecological Restoration (PIPER) or any successor system on an annual basis during the period of performance. Financial reports must be submitted through GrantSolutions or any successor system also on an annual basis. Performance and financial reports covering the annual reporting period will be due 60 calendar days after the end of the annual reporting period specified in the Award. Final performance and financial reports that summarize the activities and findings of the Award are due 120 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section C.01.a of the RESTORE Council Financial Assistance Standard Terms and Conditions dated August 2015, which states that financial reports are due on a semi-annual basis. Please see the Reporting Schedule located on a following page for the reporting period and due dates of performance and financial reports to be submitted as part of this Award.

3. Observational Data Management and Delivery

A. Data Sharing:

All data compiled, collected, or created under this Award must be reported to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the actual cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public-facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Publicly available ISO-compliant metadata record(s) of the project data must be provided and approved prior to closeout of the Award.

B. Timeliness:

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 4	DATE ISSUED 05/20/2024
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Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or no later than six months after the end date of the period of performance set out in the Award, whichever first occurs.

C. Author statement:

Data produced under this Award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."

D. Failure to Share Data:

Failing or delaying to make data accessible in accordance with the submitted data management information and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

E. Data Citation:

Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

F. Final Project Geographic Information System (GIS) files:

As appropriate to project deliverables, final updated project boundaries, footprints, and features must be provided to the Grants Office no later than the submission of the final Performance Outcome Report. Where more detailed project features are developed (for example, during the engineering and design phase if additional features are identified within the project boundary), or project boundaries change during project planning or implementation, these updated boundaries and the appropriate feature attributes must be provided. These files must be geospatial in nature (acceptable formats are SHP, GDB, or DGN) and contain projection information and complete ISO-compliant metadata.

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 4	DATE ISSUED 05/20/2024
GRANT NO. GNSSP20AL0002-01-02	

4. Updates to the Observational Data Plan

The Recipient will update the Data Management Plan to include any plan details listed as “Not available (N/A)” or “To be determined (TBD),” or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all “N/A,” “TBD” and unspecified items are provided, and must correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. If the template instructs the recipient to incorporate data management information into an electronic Observational Data Plan (eODP), the eODP will act as both the Observational Data Plan and Data Management Plan for award purposes.

5. Non-Federal Subrecipient Share Requirement

The budget under this Award includes project-related costs committed by the non-federal recipient, referred to as the non-federal share, which are described in the attached budget narrative. The non-federal share is not a statutory requirement of the RESTORE Act (33 U.S.C. 1321(t) and note), but it is required to complete the project and has been voluntarily committed by the recipient under this award and therefore meets the definition of cost share or matching in 2 CFR §200.1. Under §200.1, non-federal share funding must meet the criteria of §200.306 (b). Non-federal share funding will be used for the subrecipient to complete remaining updates to the Stormwater Manual, Volume 2 - BMP & Conveyance Design, Volume 3 - Pollutant Source Contrao, Volume 4 - BMP Maintenance, and Volume 6 - Plan & Tree Guidance.

The non-federal share must be paid out proportionally under the subrecipient agreement using a predetermined percentage. The predetermined percentage is the amount of the non-federal share provided under the subrecipient agreement \$250,000 divided by the subrecipient’s total project cost \$4,035,000, or 6.2%. In addition, the Recipient will report on non-federal share expenditures throughout the period of performance.

AWARD ATTACHMENTS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

GNSSP20AL0002-01-
02

1. Award Notes Amendment 2

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021), AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)

This award incorporates by reference and gives effect to the most recent data available in the GrantSolutions system for the following item:

- ☒ BUDGET NARRATIVE

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- ☒ PROJECT NARRATIVE
- ☒ OBSERVATIONAL DATA PLAN
- ☒ METRICS
- ☐ OTHER

GCERC Internal Financial Codes:

FY24 - CatB 6013 - Cost Pool-GCCSTAL000

CAM 1 – GCCGCOMRESIL

CAM 2 - GCCMOBILEBAY

CAM 3 - GCCPCOMRESIL

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$3,899,593.00		\$300,000.00	\$3,899,593.00	All funds are available and not restricted.

SPECIAL AWARD CONDITIONS

The revised special award conditions are included in this Notice of Grant Award.

SUBMISSION REQUIREMENTS FOR SPECIAL AWARD CONDITIONS

The following requirements are described in detail in the Special Award Conditions section of the award. Where indicated, the recipient must submit documentation or evidence to the Council to lift any applicable restrictions. In the event of any perceived inconsistency between this list and the Special Award Conditions, the Special Award Conditions are controlling.

SPECIAL AWARD CONDITION	SUBMISSION REQUIREMENT
1. Non-Duplicative Use of RESTORE Act Funds	No submission required at this time. Only required if other compensation from another funding source is received.
2. Grant Project Performance and Financial Reporting	See Reporting Schedule in Award Notes.
3. Observational Data Management and Delivery	1. ISO-compliant metadata records for all data and derived work products, which must document how each data type is available to the public. 2. Final Project Geographic Information System (GIS) files.
4. Updates to the Observational Data Plan	1. Updated Observational Data Plan (ODP) 2. Observational Data Closeout Report.
5. Non-Federal Subrecipient Share Requirement	Submission provided in the Financial Report. The non-federal share must be paid out proportionally under the subrecipient agreement using a predetermined percentage. The predetermined percentage is the amount of the non-federal share provided under the subrecipient agreement \$250,000 divided by the subrecipient's total project cost \$4,035,000 , or 6.2%. In addition, the Recipient will report on non-federal share expenditures throughout the period of performance.

REVISED REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Financial Report	4/14/2020 to 9/30/2020	10/30/2020 (Received)
Financial Report	10/1/2020 – 3/31/2021	4/30/2021 (Received)
Performance Report	4/1/2020 – 3/31/2021	4/30/2021 (Received)
Financial & Performance Reports	4/1/2021 – 3/31/2022	5/30/2022 (Received)
Financial & Performance Reports	4/1/2022 – 3/31/2023	5/30/2023 (Received)

Financial & Performance Reports	4/1/2023 – 6/30/2024	8/29/2024
Financial & Performance Reports	7/1/2024 - 6/30/2025	8/29/2025
Financial & Performance Reports	7/1/2025 – 6/30/2026	8/29/2026
Financial & Performance Reports	7/1/2026 – 6/30/2027	8/29/2027
Final Financial & Performance Reports	7/1/2027 – 1/31/28	5/30/2028

Sponsored by: Mayor William S. Stimpson

RESOLUTION

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 Subaward Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Amendment No. 1 of an existing grant for Mobile Area Storm Water Mapping & Resiliency Planning, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Adopted: APR 18 2023


City Clerk

RECEIVED
APR 28 2023



KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

LEGAL SECTION

CHARLANNA W. SKAGGS
GENERAL COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

JULIANA T. DEAN
DEPUTY GENERAL
COUNSEL

RYAN CORLEY
ASSOCIATE COUNSEL

PHONE: 334/242-3165
FAX: 334/242-3167

May 30, 2023

MEMORANDUM

TO: Amy Hunter
DWH Restoration Coordinator

FROM: Juliana Dean *JTD / JWD*
Deputy General Counsel

RE: Fully Executed
Amendment No. 1 Subaward Grant Agreement #S1P15-MASM
Mobile Area Storm Water Mapping & Resiliency Planning
City of Mobile

Please find attached an original of the above referenced document which has been fully executed. We have retained a copy for our files and forwarded a copy to the Accounting Section.

JTD:hb

Attachments

cc: Accounting

STATE OF ALABAMA

ADCNR Grant #: S1P15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 1

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Direct Component project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" (hereinafter "Project"). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-01. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 1 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-01, Mobile Area Storm Water Mapping & Resiliency Planning Amendment No. 1. This amendment executes the following suite of actions:

- This amendment adds federal funding in the amount of \$510,000.00 for a total of \$3,599,593.00 and extends the end date of the period of performance to 01/31/2025;
 - A revised reporting schedule is attached to this amendment;
 - Milestones revisions have been made in the Council's Program Information Platform for Ecosystem Restoration (PIPER) and are incorporated into this amendment by reference; and
 - All other terms & conditions contained in the initial award remain in effect.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0002
 - b. Federal Award Period of Performance: 10/01/2019 to 01/31/2025
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$3,485,000.00
 - d. Subrecipient UEI: QV8KPHH9J8A3
 - e. Total Amount of Federal Award: \$3,599,593.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"

- i. Indirect Cost Rate of Subrecipient: 0%
3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million four hundred eighty-five thousand and xx/100 dollars (\$3,485,000.00).
4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on October 1, 2019 and end on January 31, 2025.
5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on January 31, 2025 (hereinafter "Agreement Term").
6. CLOSEOUT PROCEDURES: The closeout process is final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports adhering to the schedule developed by ADCNR.
7. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

8. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER

COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER
HEREOF.

9. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement;
 2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-01 and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers
thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 5-30-23

Reviewed By Accounting


ADCNR Accounting Director

APPROVED LEGAL



CITY OF MOBILE, A Municipal Corporation

By: 

Its: Mayor

5/4/23
Date:

ATTEST:


City Clerk

5-4-2023
Date:

AL-03/07/2023

Subrecipient Name: City of Mobile. UEI: QV8KPHH9J8A3

Title of Grant Project: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

(I) Federal Award Identification	
(i.) Subrecipient name	City of Mobile
(ii.) Subrecipient's unique entity identifier	UEI: QV8KPHH9J8A3
(iii.) Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	03/07/2023
(v.) Subaward Period of Performance Start and End Date;	This agreement shall commence when it is executed by both Parties and end on January 31, 2025.
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$3,485,000.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$3,485,000.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$3,485,000.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity.	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: <u>WLNMNKHKF5T1</u> is <u>\$3,599,593.00</u> .
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.



February 2, 2023

Robyn Cohron
Coastal Restoration Account Specialist
Alabama Department of Conservation and Natural Resources
31115 5 Rivers Boulevard
Spanish Fort, AL 36527

RE: Subrecipient Annual Update – Pre-award Risk Assessment for City of Mobile RESTORE Grants

Innovating St. Louis Street: Mobile's Technology Corridor - #M1A12-ISLS
Three Mile Creek Greenway Trail - #M1A13-MGWI
3MC 12 Mile Creek/Langan Dredging - #S1P16-TMCR
Mobile Stormwater Mapping - #S1P15-MASM
Africatown Welcome Center - #M1A11-HAWC
TIGER One Mobile: Martin Luther King, Jr. Boulevard Project - TBD

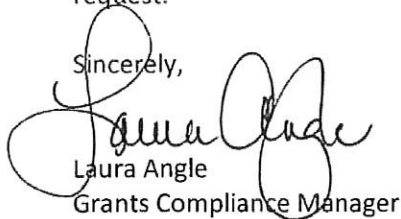
Dear Robyn:

Per your request, please find attached the following documentation in support of the City of Mobile Subrecipient Annual Update - Pre-award Risk Assessment:

- Completed/Signed Subrecipient Annual Update – Pre-Award Risk Assessment
- City of Mobile Accounting Memorandum
- City of Mobile Audit

Please feel free to contact me if additional information or documentation is needed in support of this request.

Sincerely,


Laura Angle
Grants Compliance Manager

Cc: Jennifer Greene – Director, Programs and Project Management
Randy Threadgill – Deputy Comptroller



February 1, 2023

ACCOUNTING MEMORANDUM

The following changes of note have occurred since the previous submitted subrecipient risk assessment.

- A new Grant Management policy went into effect on November 1st, 2022.
- Taylor Harris, a senior accountant, has been tasked with financially managing these programs.
He is not new to the City.

Thank you,

A handwritten signature in blue ink, appearing to read 'Randy Threadgill', is written over the printed name and title.

Randy Threadgill

Deputy Comptroller

Office of Grants Management

City of Mobile

251 208-7329

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients.

Please provide a **SIGNED COPY** of the completed risk assessment questionnaire (pdf is okay).

This questionnaire must be completed prior to entering into a subaward agreement. DCNR will follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information

Name of DCNR Representative: Dr. Amy Hunter, Ph.D.

Project Name: Innovating St. Louis: Mobile's Technology Corridor; Three Mile Creek Greenway Trail; 3MC Twelve Mile Creek/Langan Dredging; Mobile Stormwater Mapping; Africatown Welcome Center; TIGER One Mobile: Martin Luther King Jr. Boulevard Project

Grant Number, if known: M1A12-ISLS; M1A13-MGWI; S1P16-TMCR; S1P15-MASM; M1A11-HAWC; TIGER One Mobile: Martin Luther King Jr. Boulevard Project

2. Subrecipient Contact Information

Full Legal Organization/Business Name: City of Mobile

Address: P.O. Box 1827, Mobile, AL 36633

Telephone number: 251 208-7329

Fax number: 251 208-7756

Name of person completing this form: Randy Threadgill

E-mail address: Randy.threadgill@cityofmobile.org

Website: www.cityofmobile.org

Incorporated in: 1819

Incorporated Date: December 17, 1819

Number of employees: 2149

Unique Entity ID (UEI): QV8KPHH9J8A3 UEI Entity Information Sheet Attached: ☒ Yes ☐ No

EIN (Employee ID Number): 63-6001318

Fiscal Year (Month/Year): 09/23

3. Subrecipient Type of Organization (select one):	
☒ Government ☐ Nonprofit corporation ☐ Other corporation ☐ Individual	
4. Subrecipient Organization Classification (select all that apply):	
☐ Large Business	☐ Small Business
☐ Historically Black College/University	☐ Small Disadvantaged Business
☐ Historically Underutilized Business Zone	☐ Woman-Owned Business
☐ Minority Institution/Owned	☐ Tribal
☐ Veteran Owned	☒ Other: Municipality
5. Subrecipient Personnel Contact Information	
Project Director for Subaward	
Name:	Jennifer Greene
Title:	Director of Programs and Project Management
Telephone Number:	251 208-7199
E-mail Address:	Jennifer.greene@cityofmobile.org
Additional Contact for Subaward	
Name:	Taylor Harris
Title:	Accountant II
Telephone Number:	251 208-7870
E-mail Address:	Taylor.harris@cityofmobile.org
6. Subrecipient Indirect Costs	
Fiscal Year (Month/Year):	
Negotiated Federal Indirect Cost Rate? ☐ Yes ☒ No ☐ 10% De Minimis Rate (if yes, please attach a copy of your current rate agreement)	
Name of Designated Federal Cognizant Agency (if applicable):	
7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards.	

(If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)	
☐ Yes	☐ No
8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year).	
☒ Yes	☐ No
Auditor Contact Name and Title: Wilkins-Miller, Erin Jones – Partner	
9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.	
☒ Yes	☐ No
10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.	
☒ Yes	☐ No
Explanation (if applicable): Expenses were not reported in the correct fiscal year for CFDA 20.205.	
11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities? Please provide documentation to support an affirmative answer.	
☒ Yes	☐ No
12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)? Please provide documentation to support an affirmative answer.	
☒ Yes	☐ No
13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect	

to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.		
☒ Yes	☒ No	
Explanation (if applicable):		
14. Are all disbursements properly documented with evidence of receipt of goods or performance of services? Please provide documentation to support an affirmative answer.		
☒ Yes	☐ No	
15. Are all bank accounts reconciled monthly? Please provide documentation to support an affirmative answer.		
☒ Yes	☐ No	
16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of: Please provide documentation to support an affirmative answer.		
the total funds available for a grant?	☒ Yes	☐ No
the total funds available for a budget cost category (e.g., Personnel, Travel)?	☒ Yes	☐ No
17. Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds? Please provide documentation to support an affirmative answer.		
☒ Yes, but the City prefers to use cost reimbursement	☐ No	
18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable? Please provide documentation to support an affirmative answer.		
☒ Yes	☐ No	
19. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO) and/or program personnel who would be working on this proposed subaward? If yes, please explain.		
☐ Yes	☒ No	
Explanation (if applicable):		

Due to his familiarity Taylor Harris, our senior accountant, has been assigned these programs. However, he is not a new hire and has been with the City for years.

20. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.

☒ Yes ☐ No

Explanation (if applicable):

A new official Grants Management policy went into effect on 11/01/2022.

21. Does Subrecipient have policies that address the following? Please provide documentation to support an affirmative answer.

Pay Rates and Benefits	☒ Yes	☐ No
Leave	☒ Yes	☐ No
Conflicts of Interest	☐ Yes	☒ No
Purchasing/Procurement	☒ Yes	☐ No
Capitalization/depreciation	☐ Yes	☒ No

22. Describe the method Subrecipient uses to support labor and benefit charges and/or provide documentation to support an affirmative answer.

Explanation:

Timesheets submitted bi-weekly, attested by employee and signed by supervisor.

23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures? Please provide documentation to support an affirmative answer.

☒ Yes ☐ No

24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts? Please provide documentation to support an affirmative answer.			
☒ Yes		☐ No	
25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment? Please provide documentation to support an affirmative answer.			
☒ Yes		☐ No	
26. Does Subrecipient periodically check its detailed property records against physical inventory? Please provide documentation to support an affirmative answer.			
☒ Yes		☐ No	
27. Attachments: Please attach the following or check N/A if not applicable.			
	<u>Document</u>	<u>Attached</u>	<u>N/A</u>
a.	Articles of Incorporation	☐	☒
b.	Bylaws	☐	☒
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	☐	☒
d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	☐	☒
e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	☒	☐

f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	☒	☐
g.	Indirect cost rate agreement	☐	☒
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	☒	☐
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	☒	☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Randy Threadgill

Printed Name: Randy Threadgill

Title: Deputy Comptroller – Office of Grants Management

Subrecipient Entity: City of Mobile

Date: 2/1/23

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment: February 24, 2023
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) NO SITE VISIT REQUIRED AS RISK ASSESSMENT WAS AN ANNUAL UPDATE.
Additional Comments:
CONCLUSION: ☒ Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: ☒ Yes ☐ No
Additional Monitoring required: Annual Updates

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: 

Printed Name: **Dr. Amy Hunter, Ph.D.**

Title: **Deepwater Horizon Restoration Coordinator**

Date: **February 24, 2023**



CITY OF MOBILE

Unique Entity ID QV8KPHH9J8A3	CAGE / NCAGE 496N7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 12, 2024	
Physical Address 205 Government ST Mobile, Alabama 36602-0001 United States	Mailing Address P.O. Box 1827 Mobile, Alabama 36633-1827 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Alabama 01	State / Country of Incorporation (blank) / (blank)	URL http://www.cityofmobile.org

Registration Dates

Activation Date Jan 16, 2023	Submission Date Jan 12, 2023	Initial Registration Date Jan 5, 2006
--	--	---

Entity Dates

Entity Start Date Jan 20, 1814	Fiscal Year End Close Date Sep 30
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure

U.S. Government Entity

Entity Type

US Local Government

Organization Factors

(blank)

Profit Structure

(blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government

City

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

496N7

Electronic Funds Transfer

Account Type

Checking

Routing Number

****6505

Lock Box Number

(blank)

Financial Institution

SERVISFIRST BANK

Account Number

****63167

Automated Clearing House

Phone (U.S.)

2516949494

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

2516949484

Remittance Address

CITY OF MOBILE

P.O. Box 1827

Mobile, Alabama 36633

United States

EIN

*****1318

Type of Tax

Applicable Federal Tax

Taxpayer Name

MOBILE CITY OF

Tax Year (Most Recent Tax Year)

2020

Name/Title of Individual Executing Consent

Comptroller

TIN Consent Date

Jan 12, 2023

Address

205 Government ST

Mobile, Alabama 36602

Signature

REBECCA CHRISTIAN

Accounts Receivable POC

2

**RANDY THREADGILL, GRANTS ACCOUNTING
SUPERVISOR**
randy.threadgill@cityofmobile.org
2512087329

Electronic Business

**LAURA ANGLE, GRANTS COMPLIANCE
MANAGER**
grantscom@cityofmobile.org
2512086854

205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States

RANDY THREADGILL, DEPUTY COMPTROLLER
randy.threadgill@cityofmobile.org
2512087329

205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States

Government Business

REBECCA CHRISTIAN, COMPTROLLER
christianr@cityofmobile.org
2512087201

205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States

**LAURA ANGLE, GRANTS COMPLIANCE
MANAGER**
laura.angle@cityofmobile.org
2512086854

205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Security Classification**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	921110	Executive Offices

SPZ Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$245,070,058.00	2200

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure
Statement

Effective Date of Agreement: 03/07/2023

Award Description/Title: Mobile Area Storm Water Mapping & Resiliency Planning

Entity Completing Form: City of Mobile

Entity's UEID: QV8KPHH9J8A3 https://sam.gov/

Address: P.O. Box 1827

City, State, Zip+4: Mobile, AL 36633-1827

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this UEID belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

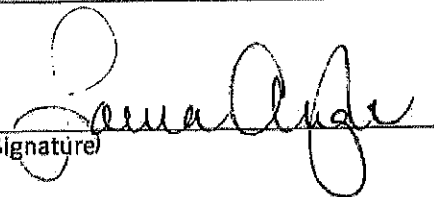
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

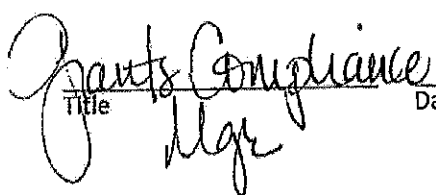
Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this UEID belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this UEID, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year


 Signature)


 Title

3/24/2023
 Date

Laura Angle

Typed Name of Signature

DCNR-02-2022

Alabama Department of Conservation & Natural Resources Debarred and Suspended Parties/UEID Documentation & Verification

Name of Organization City of Mobile

UEID: QV8KPHH9J8A3

If your Organization doesn't have a UEID, please read the information below

Information about your UEID and Instructions on how to obtain your UEID:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEID. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses the UEID to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☒ **Obtain a UEID** – A UEID or Unique Entity Identifier is a unique, 12-character identifier issued and maintained by Sam.gov that verifies the existence of a business entity globally. After you receive a UEID, your business will be listed in Sam.gov.

1. **If you have already registered or are unsure**, log onto <https://sam.gov/> and click on "Search." Enter your Business name and click **SEARCH**. The site will display the results of your search.
2. **To obtain a UEID**, log onto <https://sam.gov/>. See Quick Start Guide for Obtaining a Unique Entity ID.

Next Steps to be performed by DCNR Grant Manager

☒ **Determine whether the entity is on the federal government's list of debarred and suspended parties.**

Click the <https://www.sam.gov/> link. You will enter the SAM website.

1. **Register for a free account and login.**

2. How to search for an entity or individual in SAM

Click "SEARCH"

In the search bar type in the Entity name or Unique Entity Identifier (UEID) and/or the Entity Commercial and Government Entity (CAGE) code. Individuals are not assigned a UEID or CAGE code. When checking for a debarred individual, conduct the search by typing the name in the top bar.

Click the name in the results to view the entities registration information. Next, click exclusions. You should see the results below to continue the subaward process. This form will be sent to Central Accounting with subaward documents.

☒ ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

☒ INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.

FOR DCNR USE ONLY	
UEID Verified:	YES ☒ NO ☐
Verified Entity is not Debarred or Suspended:	YES ☒ NO ☐
Date:	<u>May 16, 2023</u>
Performed by:	<u>Robyn Cohron</u>
Position Title:	<u>Coastal Restoration Account Specialist</u>
DCNR Division:	<u>State Lands - Coastal Division</u>
Contract/Grant Number:	<u>S1P15-MASM</u>
Federal Award Number:	<u>GNSSP20AL0002-01-01</u>

1. DATE ISSUED MM/DD/YYYY 03/07/2023		1a. SUPERSEDES AWARD NOTICE dated 04/14/2020 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded		The Gulf Coast Ecosystem Restoration Council RESTORE Council Gulf Coast Ecosystem Restoration Council 500 Poydras Street Suite 1117 New Orleans, LA 70130 NOTICE OF AWARD AUTHORIZATION (Legislation/Regulations) RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill Impact Component	
2. CFDA NO. 87.052 - Spill Impact Component Project Grants					
3. ASSISTANCE TYPE Project Grant					
4. GRANT NO. GNSSP20AL0002-01-01 Formerly			5. TYPE OF AWARD Other		
4a. FAIN GNSSP20AL0002			5a. ACTION TYPE Post Award Amendment		
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2019		Through MM/DD/YYYY 01/31/2025			
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2019		Through MM/DD/YYYY 01/31/2025			
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning					

9a. GRANTEE NAME AND ADDRESS ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES 64 N Union St RM 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St Rm 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 An authorized representative electronically signed the award on 03/07/2023	10b. FEDERAL PROJECT OFFICER Barbara Shumar 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-235-4985

ALL AMOUNTS ARE SHOWN IN USD																			
11. APPROVED BUDGET (Excludes Direct Assistance) I Financial Assistance from the Federal Awarding Agency Only II Total project costs including grant funds and all other financial participation		12. AWARD COMPUTATION a. Amount of Federal Financial Assistance (from Item 11m) 3,599,593.00 b. Less Unobligated Balance From Prior Budget Periods 0.00 c. Less Cumulative Prior Award(s) This Budget Period 3,089,593.00 d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 510,000.00 13. Total Federal Funds Awarded to Date for Project Period 3,599,593.00 14. RECOMMENDED FUTURE SUPPORT <i>(Subject to the availability of funds and satisfactory progress of the project):</i> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td></td> <td>d. 5</td> <td></td> </tr> <tr> <td>b. 3</td> <td></td> <td>e. 6</td> <td></td> </tr> <tr> <td>c. 4</td> <td></td> <td>f. 7</td> <td></td> </tr> </tbody> </table>		YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2		d. 5		b. 3		e. 6		c. 4		f. 7	
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																
a. 2		d. 5																	
b. 3		e. 6																	
c. 4		f. 7																	
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"> a. Salaries and Wages 25,873.00 b. Fringe Benefits 10,603.00 c. Total Personnel Costs 36,476.00 d. Equipment 0.00 e. Supplies 0.00 f. Travel 84.00 g. Construction 0.00 h. Other 0.00 i. Contractual 3,554,226.00 j. TOTAL DIRECT COSTS → 3,590,786.00 k. INDIRECT COSTS 8,807.00 l. TOTAL APPROVED BUDGET 3,599,593.00 m. Federal Share 3,599,593.00 n. Non-Federal Share 0.00 </td> <td style="width:50%; text-align: center; vertical-align: middle;"> a </td> </tr> </table>		a. Salaries and Wages 25,873.00 b. Fringe Benefits 10,603.00 c. Total Personnel Costs 36,476.00 d. Equipment 0.00 e. Supplies 0.00 f. Travel 84.00 g. Construction 0.00 h. Other 0.00 i. Contractual 3,554,226.00 j. TOTAL DIRECT COSTS → 3,590,786.00 k. INDIRECT COSTS 8,807.00 l. TOTAL APPROVED BUDGET 3,599,593.00 m. Federal Share 3,599,593.00 n. Non-Federal Share 0.00	a	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS) 16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation b. The grant program regulations c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantees when funds are drawn or otherwise obtained from the grant payment system.															
a. Salaries and Wages 25,873.00 b. Fringe Benefits 10,603.00 c. Total Personnel Costs 36,476.00 d. Equipment 0.00 e. Supplies 0.00 f. Travel 84.00 g. Construction 0.00 h. Other 0.00 i. Contractual 3,554,226.00 j. TOTAL DIRECT COSTS → 3,590,786.00 k. INDIRECT COSTS 8,807.00 l. TOTAL APPROVED BUDGET 3,599,593.00 m. Federal Share 3,599,593.00 n. Non-Federal Share 0.00	a																		

REMARKS (Other Terms and Conditions Attached - See next page)	☒ Yes	☐ No	
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AUTHORIZING OFFICIAL:

17.OBJ CLASS 41.0006	18a. VENDOR CODE 929933408	18b. EIN 63600619	19a. UEI WLNMNKHKF5T1	19b. DUNS 929933406	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST		APPROPRIATION
21. a. SEP	b. GNSSP20AL0002	c. 6013 NONIN		\$510,000.00	e.
22. a.	b.	c.	d.		e.
23. a.	b.	c.	d.		e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 03/07/2023
GRANT NO. GNSSP20AL0002-01-01	

REMARKS:

This amendment adds \$510,000.00 in Restore Funding increasing the total amount of Restore funding to \$3,599,593.00.

A revised reporting schedule is attached.

Milestones revisions have been made in the Council's Program Information Platform for Ecosystem Restoration (PIPER) and are incorporated into this amendment by reference.

This amendment adds \$510,000 in RESTORE funds and extends the period of performance to 1/31/2025. A revised budget narrative has been uploaded in GrantSolutions and is incorporated by reference.

All other terms & conditions stated in the original award.

GCERC Internal Financial Codes: - FY23 Cat B 6013 - Cost Pool GCCSTAL000

CAM1 GCCGCOMRESIL

CAM2 GCCGMOBILEBAY

CAM3 GCCPCOMRESIL

AWARD ATTACHMENTS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

GNSSP20AL0002-01-
01

1. Award Terms and Conditions

REVISED REPORTING SCHEDULE		
Report Due	Reporting Period	Report Due Date
Financial Report	4/1/2020 – 9/30/2020	10/30/2020 (Received)
Financial Report	10/1/2020 – 3/31/2021	4/30/2021 (Received)
Performance Report	4/1/2020 – 3/31/2021	4/30/2021 (Received)
Financial and Performance Reports	4/1/2021 – 3/31/2022	5/30/2022 (Received)
Financial and Performance Reports	4/1/2022 – 3/31/2023	5/30/2023
Financial and Performance Reports	4/1/2023 – 3/31/2024	5/30/2024
Final Financial and Performance Reports	4/1/2024 – 1/31/2025	5/31/2025



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

LEGAL SECTION

CHARLANNA W. SKAGGS
GENERAL COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

JULIANA T. DEAN
DEPUTY GENERAL
COUNSEL

RYAN CORLEY
ASSOCIATE COUNSEL

PHONE: 334/242-3165
FAX: 334/242-3167

July 31, 2020

MEMORANDUM

TO: Amy Hunter
DWH Restoration Coordinator

FROM: Juliana T. Dean *JTD*
Deputy General Counsel

RE: Subaward Grant Agreement
City of Mobile
Mobile Area Storm Water Mapping & Resiliency Planning

Please find attached a fully executed original of the above referenced agreement. We have retained a copy for our files.

JTD:jp

Attachment
cc: Accounting



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 468
MONTGOMERY, ALABAMA 36130
(334) 242-3486

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

July 29, 2020

To: Juliana Dean, Esq.

From: Amy Hunter, Ph.D.

RE: Subaward Execution
State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Dear Juliana:

Attached please find the Subaward Agreement between the Alabama Department of Conservation and Natural Resources and the City of Mobile. The purpose of this subaward is to provide the City of Mobile (Subrecipient) funds to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Please route for Commissioner Blankenship's signature at your earliest convenience. Should you have any questions or if I can be of assistance please do not hesitate to contact me. ✓

Thank you,

Amy Hunter
DWH Restoration Coordinator

31.493

2020

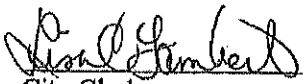
R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, WHEREAS, the Mayor and City Clerk, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive federal funds in the amount of \$3,000,000 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" from the State of Alabama Department of Conservation and Natural Resources.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the Department of Treasury or State of Alabama Department of Conservation and Natural Resources or any other federal agency. The subaward agreement, together with the exhibits, shall be filed with the city clerk after award and execution.

Adopted: JUL 07 2020


City Clerk

STATE OF ALABAMA

ADCNR Grant #: SIP15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" (hereinafter "Project"). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0002
 - b. Federal Award Period of Performance: 10/01/2019-04/30/2023
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$3,000,000.00
 - d. Subrecipient DUNS#: 010396687
 - e. Total Amount of Federal Award: \$3,089,593.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street, Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"
 - i. Indirect Cost Rate of Subrecipient: 0%
3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million and xx/100 dollars (\$3,000,000.00).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the April 16, 2020 and end on April 30, 2023.

5. **AGREEMENT TERM:** The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on April 30, 2023 (hereinafter "Agreement Term").
6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.
7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.
 - d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.

11. **REIMBURSEMENT PAYMENTS:** Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:

(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. **FINAL PAYMENT:** Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should

include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and any RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All reports shall be sent to the e-mail address listed below:

Mobile County- Implementing Storm Water Subrecipient Submissions@dcgs.e-builder.net

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

13. **RECORDS RETENTION/ACCESS/AUDITS:** Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

- a. **Record Retention:** Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and any RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

- b. Access: The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
 - c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.
 - d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.
- 14. **POLITICAL ACTIVITY:** Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- 15. **LOBBYING ACTIVITY:**
 - a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.
 - b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities
- 16. **FRAUD/WASTE/ABUSE:** Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
- 17. **CONFLICTS OF INTEREST:** Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement

is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

18. **ENVIRONMENTAL COMPLIANCE:** Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
- b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
- c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
- d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
- e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
- f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
- g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
- h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
- i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
- j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
- k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
- l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
- m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
- n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
- o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
- p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431-1445)
- r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
- t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

19. **FEDERAL PROVISIONS:** This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

- a. **Equal Employment Opportunity:** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. **Davis-Bacon Act:** The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C. 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair of public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. **Copeland "Anti-kickback" Act:** The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- d. **Contract Work Hours and Safety Standard Act** Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. **Rights to Inventions Made Under a Contract or Agreement** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. **Compliance with Office of Management and Budget Circulars.** As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

20. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award and any RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.
- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
 - b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
 - c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
 - d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
 - e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
 - f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
 - g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.
 - h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.
 - i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
 - j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), to extent applicable, is hereby incorporated into this Agreement.
 - k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
 - l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

- m. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.
21. **PROCUREMENT:** Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200.
22. **DEBARMENT AND SUSPENSION:**
- a. **Compliance:** Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
 - b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
 - c. **Lower Tier Covered Transactions:** The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.
 - d. **Notification:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
23. **LOWER TIER SUBAWARDS/CONTRACTS:** Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and Special Award Conditions incorporated within the Federal Award, and any RESTORE Council specific Special Award Conditions.

24. **MINORITY/WOMEN BUSINESSES:** As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.
25. **LOWER TIER SUBAWARD/CONTRACT NOTICE:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:
- "Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."*
26. **LOWER TIER AGREEMENT PROVISIONS:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions incorporated within the Federal Award, and all other federal, state, or local laws.
27. **DRUG FREE WORKPLACE:** Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.
28. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.
29. **PRESS/EVENTS:** Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.
30. **PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT:** Subrecipient agrees to the following:
- Subrecipient shall submit copies of all publicly-disseminated materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
 - When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."
 - Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions incorporated within the Federal Award and ADCNR.

- d. Unless otherwise approved by ADCNR in writing, any material disseminated to the public based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
"This project was paid for [in part] with federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council or ADCNR."

31. INDEMNIFICATION;

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.
- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.
- d. Nothing contained in agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City of Mobile.

32. TERMINATION OF AGREEMENT: This Agreement may be terminated as follows:

- a. If Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished

documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall promptly be returned to ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
33. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, Alabama 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

34. NONDISCRIMINATION: Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for

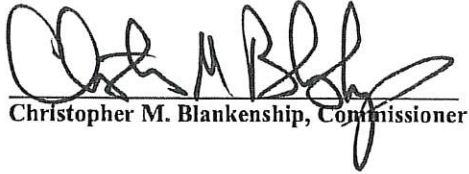
Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

35. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A RESTORE Council employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
36. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
37. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
38. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
39. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
40. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.
41. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
42. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

43. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
44. **BOYCOTT:** In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
45. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
46. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
47. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.
48. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
49. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
50. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Subrecipient 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 within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
51. **PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.**
52. **DOCUMENTS:** The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement; and
 2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 7-31-2020

APPROVED LEGAL


CITY OF MOBILE, A Municipal Corporation

By: 

Date: 7/9/20

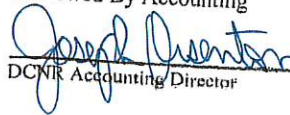
Its: Mayor

ATTEST:


City Clerk

Date: 7-9-2020

Reviewed By Accounting


DCNR Accounting Director

AL-04/16/2020

Subrecipient Name: City of Mobile, DUNS #010396687

Title of Grant Project: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification	
(i.) Subrecipient name	City of Mobile
(ii.) Subrecipient's unique entity identifier	DUNS # 010396687
(iii.) Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-04/16/2020
(v.) Subaward Period of Performance Start and End Date;	April 16, 2020 - April 30, 2023
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 3,000,000.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 3,000,000.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$ 3,000,000.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number 929933406, is \$3,089,593.00.
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This questionnaire should be filled out for any agreements to which DCNR has determined this entity to be a subrecipient and not a contractor.

This questionnaire must be completed prior to entering into a subaward agreement. DCNR may follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information	
Name of DCNR Representative: Dr. Amy Hunter Project Name: Innovating St. Louis Street: Mobile's Technology Corridor and Mobile Greenway Initiative: Three Mile Creek Greenway Trail Grant Number: 1MA12-ISLS	
2. Subrecipient Contact Information	
Full Legal Organization/Business Name: City of Mobile Address: P.O. Box 1827, Mobile, AL 36633 Telephone number: 251-208-6006 Fax number: 251-208-7756 Name of person completing this form: Sherry Horton E-mail address: sherry.horton@cityofmobile.org Website: cityofmobile.org Incorporated in: 1819 Incorporated Date: December 17, 1819 Number of employees: 2074 DUNS number: 010396687 EIN (Employee ID Number): 636001318 Fiscal Year (Month/Year): 09/19	
3. Subrecipient Type of Organization (select one):	
☒ Government ☐ Nonprofit corporation ☐ Other corporation ☐ Individual	
4. Subrecipient Organization Classification (select all that apply):	
☐ Large Business	☐ Small Business
☐ Historically Black College/University	☐ Small Disadvantaged Business

☐ Historically Underutilized Business Zone	☐ Woman-Owned Business
☐ Minority Institution/Owned	☐ Tribal
☐ Veteran Owned	☒ Other: City

5. Subrecipient Personnel Contact Information

Project Director for Subaward

Name: Jennifer Greene
Title: Acting Director of Programs and Project Management
Telephone Number: 251-208-7199
E-mail Address: Jennifer.greene@cityofmobile.org

Additional Contact for Subaward

Name: Sherry Horton
Title: Grants Accounting Supervisor
Telephone Number: 251-208-6006
E-mail Address: Sherry.horton@cityofmobile.org

6. Subrecipient Indirect Costs

Fiscal Year (Month/Year): 9/19

Negotiated Federal Indirect Cost Rate? ☐ Yes ☐ No ☒ 10% De Minimis Rate
(if yes, please attach a copy of your current rate agreement)

Name of Designated Federal Cognizant Agency (if applicable):

7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards. (If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)

☒ Yes ☐ No

8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year). Wilkens Miller – Auditor // 2017 Complete / 2018 Due June

☒ Yes ☐ No

Auditor Contact Name and Title:

9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years:	
☒ Yes	☐ No
10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.	
☐ Yes	☒ No
Explanation (if applicable):	
11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities?	
☒ Yes	☐ No
12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)?	
☒ Yes	☐ No
13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.	
☐ Yes	☒ No
Explanation (if applicable):	

14. Are all disbursements properly documented with evidence of receipt of goods or performance of services?		
X Yes	☐ No	
15. Are all bank accounts reconciled monthly?		
X Yes	☐ No	
16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of:		
the total funds available for a grant?	X Yes	☐ No
the total funds available for a budget cost category (e.g., Personnel, Travel)?	X Yes	☐ No
17. Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds?		
X Yes	☐ No	
18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable?		
X Yes	☐ No	
19. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO) and/or program personnel who would be working on this proposed subaward? If yes, please explain:		
X Yes	☐ No	
Explanation (if applicable): Deputy Comptroller; 2 Accountants; Grants Compliance Manager; 2 Engineers; 2 Architects		
20. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.		
☐ Yes	X No	
Explanation (if applicable):		

21. Does Subrecipient have policies that address the following?			
Pay Rates and Benefits	☒ Yes	☐ No	
Leave	☒ Yes	☐ No	
Conflicts of Interest	☒ Yes	☐ No	
Purchasing/Procurement	☒ Yes	☐ No	
Capitalization/depreciation	☒ Yes	☐ No	
22. Describe the method Subrecipient uses to support labor and benefit charges.			
Explanation: Timesheets paper, Bi-weekly, signed by employee and supervisor.			
23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures?			
☒ Yes		☐ No	
24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts?			
☒ Yes		☐ No	
25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment?			
☒ Yes		☐ No	
26. Does Subrecipient periodically check its detailed property records against physical inventory?			
☒ Yes		☐ No	
27. Attachments: Please attach the following or check N/A if not applicable.			
	<u>Document</u>	<u>Attached</u>	<u>N/A</u>
a.	Articles of Incorporation	☐	☒ X
b.	Bylaws	☐	☒ X
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	☐	☒ X

d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	☐	X
e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	X	☐
f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	☐	X
g.	Indirect cost rate agreement	☐	X
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	☐	X
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	X	☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Sherry D. Horton

Printed Name: Sherry D. Horton

Title: Grants Accounting Supervisor

Subrecipient Entity: City of Mobile

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment:
Project Name: Mobile Greenway Initiative and Innovating St. Louis Street: Mobile's Technology Corridor
Grant Number: M1A12-ISLS
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) Site visit was conducted by ADCNR Accountant Joseph Oseinton also present were Keri Coumanis (ADCNR) and Jaime Miller (ADCNR)
Additional Comments:
CONCLUSION: X Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: X Yes ☐ No
Additional Monitoring required: X Yes ☐ No

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: 

Printed Name: Amy Hunter, Ph.D.

Title: Deepwater Horizon Restoration Coordinator

Date: February 21, 2020

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure
Statement

Effective Date of Agreement: 04/14/2020

Award Description/Title: Mobile Area Stormwater Mapping & Resiliency Planning

Entity Completing Form: City of Mobile

Entity's DUNS Number: 010396687 <http://fedgov.dnb.com/webform>

Address: 205 Government Street

City, State, Zip+4: Mobile, AL 36644-1827

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

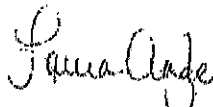
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year



Signature

Grants Compliance Manager

Title

07/29/2020

Date

Laura Angle

Typed Name of Signature

DCNR-07-2018

Alabama Department of Conservation & Natural Resources DUNS Number Documentation & Verification

Name of Organization: City of Mobile

DUNS Number: 010396687

**If your Organization doesn't have a DUNS number, please read the info below
and check the box if you intend on obtaining one.**

Information about your DUNS number and Instructions to Obtain your DUNS number:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a DUNS number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses DUNS numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a DUNS number** – A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS number, your business will be listed in D&B's database.

1. If you have already registered or are unsure, log onto <https://www.dnb.com/duns-number/lookup.html> and enter your Business name and State and click **SEARCH**. The site will display the results of your search and provide an option to send your DUNS number via email if you are registered.
2. To obtain a DUNS number, we strongly suggest you register via the web (not by telephone) by logging into <http://fedgov.dnb.com/webform/>. (If you visit a site that attempts to charge you for obtaining a DUNS number, you're at the wrong site because registering for a DUNS number is completely free and is usually created within one (1) business day.)

FOR DCNR USE ONLY

DUNS Number Verified: YES ☒ NO ☐

Date: 07-29-2020

Performed by: Robyn Cohron

Position Title: Coastal Restoration Account Specialist

DCNR Division: State Lands - Coastal

Contract/Grant Number: S1P15-MASM

Federal Award Number: GNSSP20AL0002

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 010396687

ENTITY	MOBILE, CITY OF	Status: Active
DUNS: 010396687	+4:	CAGE Code: 496N7 DoDAAC:
Expiration Date: 09/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 205 GOVERNMENT ST		
City: MOBILE	State/Province: ALABAMA	
ZIP Code: 36602-2613	Country: UNITED STATES	

1. DATE ISSUED MM/DD/YYYY 04/14/2020		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 87.062 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP20AL0002-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP20AL0002		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2018 Through 04/30/2023		MM/DD/YYYY 04/30/2023	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2019 Through 04/30/2023		MM/DD/YYYY 04/30/2023	
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #16: Mobile Area Storm Water Mapping & Resiliency Planning			

**The Gulf Coast Ecosystem Restoration Council
RESTORE Council**

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF 64 N Union St Rm 468 Montgomery, AL 36130-3020		9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St Rm 468 Montgomery, AL 36130-3020 Phone: 251-621-1216	
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36682 Electronically Signed 04/15/2020		10b. FEDERAL PROJECT OFFICER Barbara Shumar 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-235-4885	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from Item 11m) 3,089,593.00			
II Total project costs including grant funds and all other financial participation II				b. Less Unobligated Balance From Prior Budget Periods 0.00			
				c. Less Cumulative Prior Award(s) This Budget Period 0.00			
				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 3,089,593.00			
				13. Total Federal Funds Awarded to Date for Project Period 3,089,593.00			
14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):							
YEAR		TOTAL DIRECT COSTS		YEAR		TOTAL DIRECT COSTS	
a. 2				d. 5			
b. 3				e. 6			
c. 4				f. 7			
15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:							
a. DEDUCTION				a			
b. ADDITIONAL COSTS							
c. MATCHING							
d. OTHER RESEARCH (Add / Deduct Option)							
e. OTHER (See REMARKS)							
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:							
a. The grant program legislation							
b. The grant program regulations							
c. This award notice including terms and conditions, if any, noted below under REMARKS.							
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.							
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.							

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

AUTHORIZING OFFICIAL:

Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 04/15/2020

17. OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN 833000619	19. DUNS 929933406	20. CONG. DIST. 03
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. SEP	b. GNSSP20AL0002	c. SEP	d. \$3,089,593.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

AWARD ATTACHMENTS

Alabama Department of Conservation & Natural Resources

GNSSP20AL0002-01-00

1. award attachments

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101
- ☒ FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII
- ☒ OBSERVATIONAL DATA PLAN SUBMITTED 03/13/2020
- ☒ PRELIMINARY DATA MANAGEMENT PLAN SUBMITTED 03/13/2020
- ☐ OTHER:

SPECIAL AWARD CONDITIONS

1. Non-Duplicative use of RESTORE Act funds

The recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting

The recipient must submit project performance outcome reports through the Council's PIPER system on an annual basis. The performance outcome report is due on April 30th of each year, which is 30 calendar days after the end of the reporting period. Performance outcome reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes Section B.01.c of the RESTORE Council Financial Assistance ST&CS dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plan; the recipient will make any corresponding updates to metrics details in the grant management platform (i.e., PIPER). The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-

frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to the closeout of the award.

4. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to the closeout of the award.

5. Observational Data Management and Delivery

- A. *Data Sharing:* All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (Internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
- B. *Timeliness:* Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
- C. *Data produced under this award and made available to the public must be accompanied by the following statement:* "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council.

- D. *Failure to Share Data:* Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.
- E. *Data Citation:* Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$3,089,593.00			\$3,089,593.00	

REPORTING SCHEDULE

Reporting Task	Task Due Date
Financial Report	10/30/2020
Financial Report	4/30/2021
Performance Report	4/30/2021
Financial Report	10/30/2021
Financial Report	4/30/2022
Performance Report	4/30/2022
Financial Report	10/30/2022
Final Report	7/29/2023

DESCRIPTION OF WORK TO BE PERFORMED

Project Narrative

Project Title: **State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning**

- This project will provide better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile, through collection of field data. Strategies to address areas within the City which have experienced repetitive flood loss will also be developed. Additionally, a design manual will be developed as a supplement to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Methodology / Approach

- Field surveys will be conducted to collect and manage accurate digital geographic information describing the existing storm water infrastructure within the City.
- Completion of a GPS digital Inventory will provide for development of a comprehensive GIS map of the City's stormwater drainage system.
- Information will be compiled to support updates to the City's Flood Plain Management program, including development of recommendations addressing repetitive loss properties and a design manual to supplement the Flood Plain Management Plan.

Roles and Responsibilities Table

Organization/ Agency/Company	Role	Duties
Department of Conservation & Natural Resources	Grant recipient - project implementation	Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services.
City of Mobile	Act as Project Manager to complete the project	Act as Project Manager, coordinate procurement and oversight of professional services contractor(s), coordinate financial requirements of the grant, and provide quality assurance concerning project deliverables.
Unknown	Contractor(s) to conduct field assessment, collect and assimilate digital data, and write policy documents	Collect field data, develop digital inventory database of structures, and prepare a GIS map. Assess repetitive loss properties within the City and develop strategies to address these properties. Draft supplements to the City's Flood Plain Management Plan.

- Location – The project scope will include acquisition of digital inventory of existing stormwater structures occurring within the City, and within portions of the Three Mile Creek watershed located within the City of Pritchard. No areas outside of the limits of the cities of Mobile and Pritchard will be mapped. The project is in US Congressional District AL-01 in Mobile County. The project boundary occurs within portions of eleven watersheds, as delineated on the map below, included as Figure 1. Specific watersheds subject to the project scope include:

- Lower Chasaw Creek
- Red Creek-Eight-mile Creek
- Toulmins Spring Branch-Three Mile Creek
- Miller Creek
- Halls Mill Creek
- Upper Dog River
- Tensaw River-Apalachee River
- Mobile Bay
- Lower Dog River
- Fowl River
- Deer River

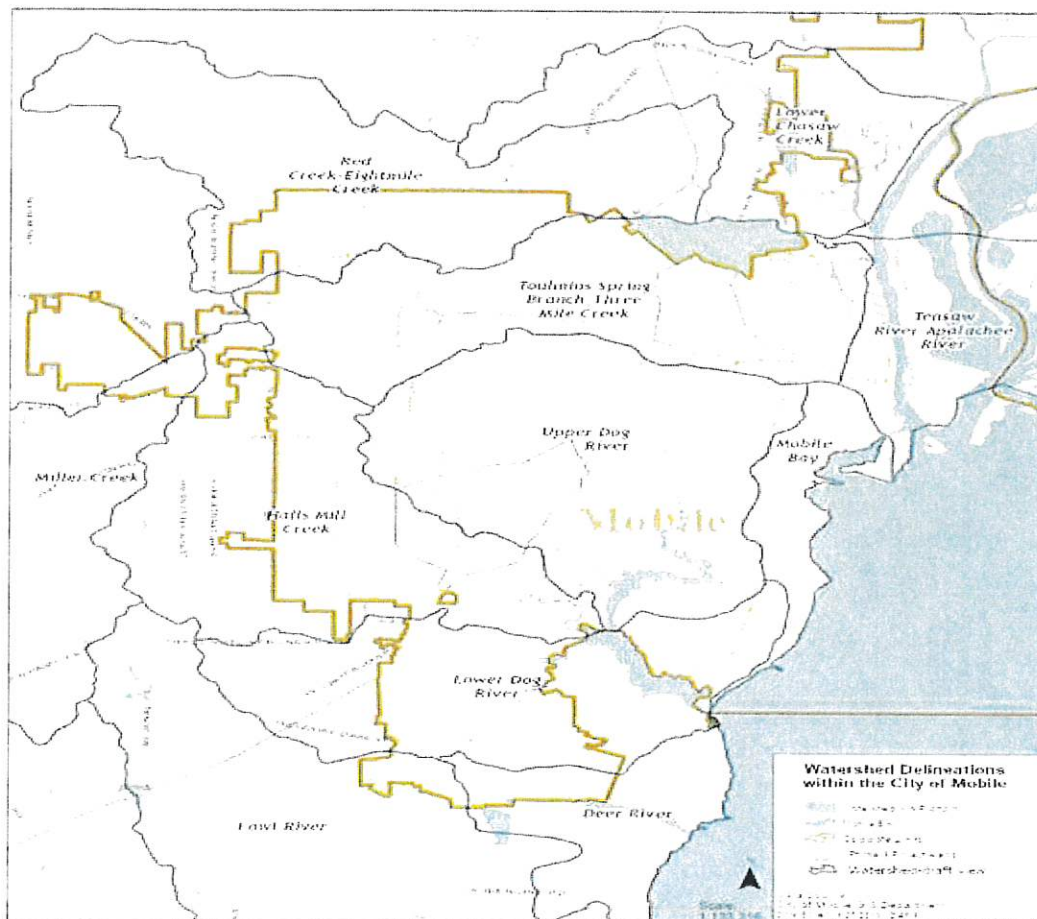


Figure 1. Watershed Delineations

- Period of performance is 5/1/2020 to 04/30/2023.
- Supporting Information (Best Available Science) – The stormwater runoff that carries pollutants from the land may impair water quality and threaten the natural environment and human health. Restoration and improvement of the quality of water, as a natural resource, will benefit the marine/coastal ecosystems, habitats, and fisheries, as well as the economy of the Alabama Gulf Coast Region. Water quality degradation in coastal systems is a global phenomenon (Bennett et al., 2001; Vörösmarty et al., 2010; Lymer et al., 2018) that is not only limited to nutrient pollution and associated hypoxia (Diaz and Rosenberg, 2008) but is also tied to enhanced bacteriological concentrations and loads (Mallin et al., 2000; O'Mullan et al., 2019). There are numerous freshwater inputs into Alabama bays and estuaries that result in alterations to water quality. This change in water quality is often associated with changes in water column conditions (i.e., hypoxia, eutrophication, and bacterial loads) and can lead to the body of water not meeting its intended use (i.e., recreation or fishery) (Mallin et al., 2000; Pennington and Cech, 2010; Spellman, 2010). The most visible water quality degradation is often associated with urban runoff, as well as discharge and sanitary sewer overflow issues, all of which are associated with wastewater management. A proper management approach utilizing a comprehensive mapping database can help manage flooding and the runoff of pollutants (Xu et al., 2018). This project includes three components which correspond to the Focused Planning strategies described in the City's Comprehensive Plan, *Map for Mobile, Framework for Growth*. This policy document, adopted by the Planning Commission in 2015, articulates the need for development of "detailed studies and specific strategies for a topic or area." The stormwater data inventory project will facilitate the generation of detailed plans addressing needs such as watershed and stormwater management, and support strategies addressing repetitive flood loss properties. The City's current GIS data for the stormwater network is functionally limited in that it does not allow officials to calculate the volume and flow capacity within the drainage system, or model hypothetical stormwater loads.
- Approach – Contracted professional services will be procured and utilized for the three components of the project. For each task and associated scope of work, progress will be monitored and documented by City personnel and reported to the funding agencies through regular progress reports and payment requests. City personnel will also provide oversight of the professional services contractor(s) and review deliverables for quality assurance. Additional information pertaining to the scope of work for the three project components includes the following:

Preaward – Grant Development

The Executive Director for the Alabama Gulf Coast Recovery Council is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for Spill Impact Component RESTORE Act funding. The Executive Director began working with the RESTORE Project Manager on September 9, 2019, after approval of the SEP, to develop the Mobile Area Storm Water Mapping & Resiliency Planning grant application for submission into RAAMS.

Task 1 – Grant Administration

ADCNR, as Administrative Agent for the Alabama Gulf Coast Recovery Council, will serve as Grant Administrator for the project, monitoring subrecipient procurement, grant compliance, and programmatic activities. ADCNR will conduct periodic onsite visits and will submit all semi-

annual and final reports. Volkert, Inc., as ADCNR's Program Manager, may assist with some of the activities listed above on an as-needed, task order basis. Once substantial completion has been reached by the Subrecipient, and upon favorable review by ADCNR, ADCNR will initiate and submit all required documentation to begin and conclude the grant closeout process in compliance with 2 CFR Part 200 and applicable regulations. Final drawdown and federal financial report will be completed upon instruction by the RESTORE Council.

Task 2 - Data Collection and Mapping Contract

- Following implementation of a professional services contract with a selected land surveying consultant, collection of the field survey digital data will begin. The scope of work includes collection of field data within a total of eleven watersheds. The digital inventory task will proceed within specific, prioritized watersheds, and progress to the extent that grant funding allows. Based on projected scope, it is anticipated that approximately 80% of the watersheds within the City may be inventoried through utilization of the RESTORE grant funds.
- The final scope of work will be developed in tandem with the selected consultant and the City of Mobile's engineering, planning and GIS departments, and will include protocol to maximize the quality, objectivity, and integrity of the information collected for the mapping task. It is anticipated the scope for the Task 1 contract will specify data collection as well as post-processing of field data, when needed, to provide quality control. Following receipt and acceptance by the GIS department, data management will be performed by the City. Additional specifications for each scope item are provided below.

i. Data Collection

The inventory of field data collected by the contracted surveyor will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and physical condition, with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet.

A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. This existing file describes the location of the stormwater infrastructure located throughout the City and will facilitate the systematic scheduling and implementation of the data inventory collection, within each watershed, by the survey consultant.

Upon collection, field data will be uploaded into the City's geodatabase file by the surveyor, in the appropriate layers, with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information; Metadata will be provided in the extensible Markup Language (XML) format. Deliverables will be provided in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.

ii. Data Processing

The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls

along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process. As data is received, processed for quality assurance, and accepted by the City, the comprehensive digital map will be developed by the contracted consultant.

Task 3 - Repetitive Flood Loss Consultant Contract

- Properties within the City of Mobile have historically experienced repetitive flood loss during tropical storms and other extreme weather events. Task 2 is intended to result in development of recommendations and options which may be implemented by the City to enhance resilience and reduce future flood loss. A consultant, selected and working with the City planning and engineering staff, will assess and describe properties within the City of Mobile which have experienced repetitive flood loss. The City's existing list of repetitive flood loss properties will be provided to the consultant to facilitate the initial analysis.
- Once the repetitive flood loss properties are assessed and accurately described, the consultant will develop a summary report with recommendations which may be implemented to address and remedy future prospective losses within eligible properties. The report is anticipated to include a description of priority flood loss areas along with an analysis of possible funding opportunities. City personnel will review all identified properties before final acceptance of the property list. Remediation strategies and recommendations will conform to existing planning and zoning policies and requirements and will also comply with provisions of the National Flood Insurance Program.

Task 4 - Storm Water Management Guidance Manual Consultant Contract

- Building on information and strategies developed in Tasks 1 and 2, the City of Mobile's Flood Plain Management Plan will be updated through the drafting of a supplemental design manual. A contracted consultant will be selected and utilized for this task. The City's floodplain management regulations originated in the late 1940's, and were updated in the 1980's.
- The supplemental Storm Water Guidance Manual will systematize the modern best management practices for stormwater management, expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
- Considerations and design recommendations concerning stormwater management facilities to be constructed within the designated 100-year flood plain will be provided. The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- To develop the Storm Water Guidance Manual and gain buy-in from affected

stakeholders, the City will hire a stormwater management consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts. City personnel will verify that all updates to the design manual will reinforce the development standards of the adopted Map for Mobile, Framework for Growth, and the City's Zoning Ordinance.

Project Timeline

Award Date

Milestone #1 – Project Management (Award + 36 months)

Milestone #2 – Data Collection and Mapping Contract (Award + 36

months) Milestone #3 – Repetitive Flood Loss Consultant Contract

(Award + 18 months)

Milestone #4 – Storm Water Management Guidance Manual Consultant Contract (Award + 18

months)

Project Completion – Award + 36 of Months

Risks and Uncertainties

- Within portions of the project boundary, vegetative cover, buildings, or other obstructions may reduce accuracy of the digital inventory data.

Mitigation strategy: all possible interference will be avoided; when interference is identified GIS accuracy and satellite coverage will be verified for quality assurance. If that still doesn't help, conventional surveying methods and practices will be conducted.

- Stormwater structures for which approximate location data exists may be inaccessible, having been installed sub-grade or being concealed by debris, asphalt or other cover.

Mitigation strategy: all possible avenues will be explored to locate stormwater structures, including utilization of sub-surface identification technologies.

To mitigate budgetary risk, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

Leveraged Funds

There are no leveraged funds for this project

Metrics

- PRM012: Tool development for decision making - # tools developed
- PRM010: Studies to Inform management
- PRM003: Management of Governance Planning

Environmental Compliance

- See attached checklist. Process procedures have been documented to ensure that environmental compliance requirements will be met.

References

- Bennett, E.M., Carpenter, S.R., Caraco, N.F. 2001. Human impact on erodible phosphorus and eutrophication: a global perspective. *Bioscience* 51(3): 227-234
- Díaz, R.J., Rosenberg, R. 2008. Spreading dead zones and consequences for marine ecosystems. *Science*, 321, 626-929
- Lymer, B.L., Weinberg, J., Clausen, T.J. 2018. Water quality management from source to sea: from global commitments to coordinated implementation. *Water International* 43(3), 349-360
- Mallin, M.A., Williams, K.E., Esham, E.C., Lowe, R.P. 2000. Effect of human development on bacteriological water quality in coastal watersheds. *Ecological Applications* 10(4): 1047-1056
- O'Mullan, G.D., Juhl, A.R., Reichert, R., Schneider, E., Martinez, N. 2019. Patterns of sediment associated fecal indicator bacteria in an urban estuary: benthic-pelagic coupling and implications for shoreline water quality. *Science of the Total Environment* 656, 1168-1177
- Pennington, K. L., Cech, T.V. 2010. Introduction to water resources and environmental issues. Cambridge University Press, Cambridge, UK.
- Spellman, F.R. 2008. The Science of Water: concepts and applications. 2nd Edition. CRC Press, Taylor and Francis Group, New York, NY; Chp: 3 (pp.45-95), Chp: 8 (pp.219-287), Chp: 9 (pp.289-323), Chp: 10 (pp.325-399).
- Vörösmarty, C.J., McIntyre, P.B., Gessner, M.O., Dudgeon, D., Prusevich, A., Green, P., Glidden, S., Bunn, S.E., Sullivan, C.A., Reidy Liermann, C., Davies, P.M. 2010. Global threats to human water security and river biodiversity. *Nature*, 467(7315), 555-561.
- Xu, X., Schreiber, D., Lu, Q., & Zhang, Q. (2018). A GIS-Based Framework Creating Green Stormwater Infrastructure Inventory Relevant to Surface Transportation Planning. *Sustainability*, 10(12), 4710.

BUDGET NARRATIVE

Budget Narrative

Project Title: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

1.0 Summary and Justification

- Funding in the amount of \$3,089,593 is being requested. The amount is an estimate based on previous City of Mobile Storm Water Survey Projects.
- Funding will be used to update and enhance the City's existing GIS storm water network digital database by conducting a GPS field inventory of storm water infrastructure features.
- Funding will also support a Repetitive Flood Loss Properties Assessment Plan and an update of the City of Mobile's Flood Plain Management Plan.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED **\$3,089,593**

Total Pre-Award Funds Requested	\$5,136
Total Direct Costs Requested	\$3,076,636
Total Allowable Indirect Costs Requested	\$7,821
Total Program Income Anticipated	\$0

2.0 Pre-Award Costs

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV dedicated approximately 50 hours and the Grants Manager/Biologist III dedicated approximately 50 hours to the draft grant application prior to award. Therefore, estimated pre-award costs for developing the grant application are \$5,136 (salary & fringe). Pre-award activities began on October 1, 2019.

3.0 Budget Object Classes Applicable to All Projects and Programs -- DIRECT COSTS

3.1 Personnel

Alabama Gulf Coast Recovery Council (AGCRC) Executive Director is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for the RESTORE Act funding. The Executive Director will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using

CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Grants Manager/Biologist III will assist in preparing draft proposals for Executive Director review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Administrative Assistant will provide general office support for the Executive Director, DWH Restoration Coordinator/Biologist IV and Grants Manager/Biologist III as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR Personnel Staff - Time

Position/Role	Duties and Responsibilities	Unit Cost	Units or % Time	Total	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	\$97,696	50 Hours	\$2,348	Pre-Award
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	50 Hours	\$1,397	Pre-Award
AGCRC Executive Director	Coordinating and implementing all activities for Spill Impact Component RESTORE Act funding	\$105,866	1.0835%	\$3,441	
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	\$97,696	3.25%	\$9,525	
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	3.25%	\$5,667	
Administrative Assistant	Provide general office support	\$36,492	1.0835%	\$1,186	

TOTAL ADCNR PERSONNEL STAFF - TIME: \$23,564

3.2 Fringe Benefits

This includes FICA, cost of leave, employee insurance, retirement and unemployment benefit plans. The fringe rate percentage varies by employee and will also vary from year to year based upon federal guidance and the state legislative process.

ADCNR Personnel Staff - Fringe Benefits

Position/Role	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	\$2,348	34.40	\$808	Pre-Award

Grants Manager / Biologist III	\$1,397	41.73	\$583	Pre-Award
AGCRC Executive Director	\$3,441	32.7	\$1,125	
DWH Restoration Coordinator	\$9,525	34.40	\$3,277	
Grants Manager / Biologist III	\$5,667	41.73	\$2,365	
Administrative Assistant	\$1,186	55.64	\$660	

TOTAL ADCNR PERSONNEL STAFF - FRINGE BENEFITS: \$8,818

3.3 Travel

Grants Manager/Biologist III will travel 9 times (approx. three trips per year) to the work site. Work site trips will be used to ensure scope of work is being followed and invoices reflect work completed. This proposal was submitted in 2019, and therefore the rate is based on 2019 guidance.

ADCNR Personnel Staff - Travel

Purpose of Travel	Destination	# Trips	# Travelers	Item	Quantity or Rate	Total	Pre-Award Costs?
Project Oversight	Mobile, AL	9	1	Mileage	\$0.58 per mile	\$83.52	

TOTAL ADCNR PERSONNEL STAFF - TRAVEL: \$83.52

3.4 Construction and Land Acquisition

No construction or land acquisition costs are being requested.

3.5 Equipment

No equipment is expected to be purchased.

3.6 Supplies

Postage – Postage funds will be used as needed to send grant related project documentation out to contractors and the subrecipient.

ADCNR Personnel Staff - Supplies

Item Name Description	Unit Cost	Quantity	Total	Pre-Award Costs?
Postage	\$100	1	\$100	

TOTAL ADCNR PERSONNEL STAFF - SUPPLIES: \$100

3.7 Other Direct Costs

No other direct costs will be applied for.

3.8 Subrecipients

The City of Mobile will be a sub-recipient to the Alabama Department of Conservation and Natural Resources. A subaward agreement will be issued for \$3,000,000 to complete the scope of work. Prior to execution of a subaward, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

1. Name of Contractor — TBD
2. Method of Selection — All contracts will be thru competitive proposals. Procurement procedures will follow the State of Alabama and City of Mobile procurement standards, as well as, the Federal Procurement Standard 2 CFR Part 200 Sections 200.317 - 200.326. Request for Proposals (RFP) will be published on the City's website and other public sites. All RFP's will have documented evaluation methods.
3. Period of Performance — Award + 36 Months
4. Scope of Work —
 - a. Mapping Contract - \$2,715,000
A scope of work that maximizes the quality, objectivity, and integrity of the information collected will be developed for the mapping task. The scope of work will be developed in tandem with the consultant and the City of Mobile's engineering, planning and GIS departments. It is anticipated the scope for the contract will consist of data collection and data processing (including quality control). Once the data has been accepted by the GIS department, data management will be performed by the City. Additional details for each scope item are provided below.
 - i. Data Collection: The surveyor's inventory will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and condition with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet. A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. Field collected data will be uploaded into the provided file geodatabase by the surveyor in the appropriate layers with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic Information - Metadata format as an extensible Markup Language (XML) file. Deliverables will be delivered in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.
 - ii. Data Processing: The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process.
 - b. Repetitive Flood Loss Consultant Contract - \$35,000

A consultant, working with the City planning and engineering staff, will assess and describe properties within the City of Mobile that are subject to repetitive flood loss. Once those properties are identified, the consultant will develop a strategy to address and remedy prospective losses. The plan is anticipated to include priority areas and possible funding opportunities.

c. Storm Water Management Guidance Manual Consultant Contract - \$250,000

Building on information and strategies developed in Phases 1 and 2, revise and update the City of Mobile's Flood Plain Management Plan.

- An updated Storm Water Guidance Manual will systematize the modern best management practices expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
- The City will identify incentives it could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- To update the Storm Water Guidance Manual and gain buy-in from affected stakeholders, the City will hire a Storm Water Management Consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts.

5. Method of Accountability —

a. Mapping Contract

The mapping contract will be monitored using the Data Processing method described above. Upon selection of a mapping consultant, a deliverable schedule will be agreed upon by both parties which will include intermediate data transfers. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

b. Repetitive Flood Loss Consultant Contract

City personnel will review all identified properties before final acceptance of property list. Remediation strategy will conform to existing planning and zoning requirements. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

c. Storm Water Management Guidance Manual Consultant Contract

City personnel will verify that all updates to the guidance manual will reinforce the design and development standards of the adopted Map for Mobile and Zoning Ordinance. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

6. Itemized Budget and Justification — Once a contractor is selected for each task, a fee schedule will be negotiated and agreed upon by both parties. It is anticipated the contract fees will be based on hourly rates for field personnel, analysts, planners, project manager(s), equipment rental, etc. For the mapping contract, the prioritization of watersheds to be mapped is included in the project narrative. Once a detailed scope and fees have been established, a baseline

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
Project Management	Project Oversight and Grants Management	ADCNR will monitor subrecipient procurement, grant compliance and programmatic activities. ADCNR will conduct periodic onsite visits and submit all semi-annual and final reports. Deliverables 1) semiannual and final reports.	05/01/2020	04/30/2023	\$89,593.00	No
Data Collection and Mapping	Planning	GPS Digital Inventory: Complete the inventory of stormwater drainage system features in the 11 watersheds within the City. Deliverables: 1) Executed contract, 2) City of Mobile approved geodatabase of inventory, 3) a comprehensive digital map of stormwater drainage features.	05/01/2020	04/30/2023	\$2,715,000.00	Yes
Repetitive Flood Loss Strategy Development	Planning	Develop Repetitive Flood Loss Strategy Deliverables: 1) Executed contract, 2) Property inventory, 3) City approved summary report describing a strategy to address and remedy prospective losses, define priority areas and possible funding opportunities.	05/01/2020	10/31/2021	\$35,000.00	Yes
Storm Water Management Manual Development	Planning	Supplemental Design Manual to update Floodplain Management Plan. Deliverables: 1) Executed contract; 2) City of Mobile approved Flood Management Plan.	05/01/2020	10/31/2021	\$250,000.00	Yes

APPROVED METRICS

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM003 - Management or Governance Planning - # plans developed

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM012 - Tool development for decision-making - # tools developed

Baseline	0.00
Current	0.00
Completion	3.00

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM010 - Research - # studies used to Inform mgmt

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	
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requirement for area to be mapped will be determined. The City anticipates mapping more than the baseline requirement if funds allow.

TOTAL SUB-RECIPIENT: \$3,000,000

3.9 Contractors/Consultants

Volkert & Associates Inc.

ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2 – State Bid Laws (41-16-20)) to identify and select Volkert & Associates Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADCNR estimates \$49,206.48 in contract costs for Volkert for this project. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

1. Method of Selection—Volkert & Associates Inc. was selected as a result of a Request for Proposal procurement process.
2. Period of Performance—March 2, 2017 - March 2, 2021
3. Scope of Work—Volkert services may be used to provide program management services, including engineering, planning, environmental and construction management and other technical services on an as-needed basis to support restoration efforts on the Alabama coast.
4. Method of Accountability—Contractor will bill ADCNR monthly for services performed.
5. Itemized Budget and Justification—Scope of services, approved documents, an itemized budget will be provided as requested by ADCNR.

Contractual

Organization	Description	Amount	Pre-Award Costs?
Volkert & Associates Inc.	Contracted Technical Support	\$49,206.48	

TOTAL CONTRACTUAL: \$49,206.48

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

INDIRECT, OVERHEAD, OR G&A RATE: 24.09%

BASIS: Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort.

TOTAL CALCULATED INDIRECT/OVERHEAD COSTS: \$7,821

TOTAL OF INDIRECT COSTS: \$7,821

5.0 Program Income

There is no program income associated with this project.

BUDGET SUMMARY

	Amount
Personnel	\$32,382.00
Personnel	\$23,564.00
Fringe Benefits	\$8,818.00
Travel	\$84.00
Travel	\$84.00
Project Oversight	\$84.00
Construction	\$0.00
Construction management/legal expenses	\$0.00
Land, structures, rights-of-way, appraisals, etc.	\$0.00
Relocation expenses and payments	\$0.00
Architectural and engineering fees	\$0.00
Other architectural and engineering fees	\$0.00
Project inspection fees	\$0.00
Site work	\$0.00
Demolition and removal	\$0.00
Construction	\$0.00
Contingencies	\$0.00
Equipment	\$0.00
Equipment	\$0.00
Supplies	\$100.00
Supplies	\$100.00
Postage	\$100.00
Other Direct Costs	\$0.00
Other Direct Costs	\$0.00
Miscellaneous	\$0.00
Subrecipients and Contractors	\$3,049,206.00
Subrecipient	\$3,000,000.00
City of Mobile	\$3,000,000.00
Contractor	\$49,206.00
Volkert & Associates Inc.	\$49,206.00
Total Direct Costs	\$3,081,772.00
Indirect Charges	\$7,821.00
Indirect Charges	\$7,821.00
Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort. Fixed	\$7,821.00
Total Indirect Costs	\$7,821.00
Total GCERC Costs	\$3,089,593.00
Co-Funding	\$0.00
Co-Funding	\$0.00
Total Project Costs	\$3,089,593.00
Income	\$0.00
Project (program) income	\$0.00



KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

LEGAL SECTION

CHARLANNA W. SKAGGS
GENERAL COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

JULIANA T. DEAN
DEPUTY GENERAL
COUNSEL

RYAN CORLEY
ASSOCIATE COUNSEL

PHONE: 334/242-3165
FAX: 334/242-3167

July 31, 2020

MEMORANDUM

TO: Amy Hunter
DWH Restoration Coordinator

FROM: Juliana T. Dean 
Deputy General Counsel

RE: Subaward Grant Agreement
City of Mobile
Mobile Area Storm Water Mapping & Resiliency Planning

Please find attached a fully executed original of the above referenced agreement. We have retained a copy for our files.

JTD:jp

Attachment

cc: Accounting



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 468
MONTGOMERY, ALABAMA 36130
(334) 242-3486

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

July 29, 2020

To: Juliana Dean, Esq.

From: Amy Hunter, Ph.D.

RE: Subaward Execution
State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Dear Juliana:

Attached please find the Subaward Agreement between the Alabama Department of Conservation and Natural Resources and the City of Mobile. The purpose of this subaward is to provide the City of Mobile (Subrecipient) funds to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Please route for Commissioner Blankenship's signature at your earliest convenience. Should you have any questions or if I can be of assistance please do not hesitate to contact me.

Thank you,

Amy Hunter
DWH Restoration Coordinator

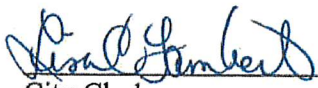
R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, WHEREAS, the Mayor and City Clerk, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive federal funds in the amount of \$3,000,000 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" from the State of Alabama Department of Conservation and Natural Resources.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the Department of Treasury or State of Alabama Department of Conservation and Natural Resources or any other federal agency. The subaward agreement, together with the exhibits, shall be filed with the city clerk after award and execution.

Adopted: JUL 07 2020



City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" (hereinafter "Project"). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0002
 - b. Federal Award Period of Performance: 10/01/2019-04/30/2023
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$3,000,000.00
 - d. Subrecipient DUNS#: 010396687
 - e. Total Amount of Federal Award: \$3,089,593.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"
 - i. Indirect Cost Rate of Subrecipient: 0%
3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million and xx/100 dollars (\$3,000,000.00).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the April 16, 2020 and end on April 30, 2023.

5. **AGREEMENT TERM:** The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on April 30, 2023 (hereinafter "Agreement Term").
6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.
7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.
 - d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.

11. **REIMBURSEMENT PAYMENTS:** Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:

(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. **FINAL PAYMENT:** Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should

include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and any RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All reports shall be sent to the e-mail address listed below:

Mobile County- Implementing Storm Water Subrecipient Submissions@docs.e-builder.net

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

13. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and any RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

- b. Access: The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
 - c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.
 - d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.
14. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
15. LOBBYING ACTIVITY:
- a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.
 - b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities
16. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
17. CONFLICTS OF INTEREST: Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement

is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

18. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
- b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
- c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
- d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
- e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
- f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
- g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
- h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
- i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
- j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
- k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
- l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
- m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
- n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
- o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
- p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
- r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
- t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

19. FEDERAL PROVISIONS: This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

- a. Equal Employment Opportunity: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. Davis-Bacon Act: The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. Copeland "Anti-kickback" Act: The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- d. Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

20. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award and any RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
- b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
- c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
- d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
- e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
- f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
- g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.
- h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
- j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.
- k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
- l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

- m. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.
- 21. **PROCUREMENT:** Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200.
- 22. **DEBARMENT AND SUSPENSION:**
 - a. **Compliance:** Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
 - b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
 - c. **Lower Tier Covered Transactions:** The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.
 - d. **Notification:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
- 23. **LOWER TIER SUBAWARDS/CONTRACTS:** Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and Special Award Conditions incorporated within the Federal Award, and any RESTORE Council specific Special Award Conditions.

24. **MINORITY/WOMEN BUSINESSES:** As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.
25. **LOWER TIER SUBAWARD/CONTRACT NOTICE:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:
- "Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."*
26. **LOWER TIER AGREEMENT PROVISIONS:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions incorporated within the Federal Award, and all other federal, state, or local laws.
27. **DRUG FREE WORKPLACE:** Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.
28. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.
29. **PRESS/EVENTS:** Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.
30. **PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT:** Subrecipient agrees to the following:
- Subrecipient shall submit copies of all publicly-disseminated materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
 - When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."
 - Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions incorporated within the Federal Award and ADCNR.

- d. Unless otherwise approved by ADCNR in writing, any material disseminated to the public based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
"This project was paid for [in part] with federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council or ADCNR."

31. INDEMNIFICATION;

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.
- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.
- d. Nothing contained in agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City of Mobile.

32. TERMINATION OF AGREEMENT: This Agreement may be terminated as follows:

- a. If Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished

documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall promptly be returned to ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date.
- c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

33. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, Alabama 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

34. NONDISCRIMINATION: Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for

Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

35. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A RESTORE Council employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
36. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
37. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
38. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
39. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
40. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.
41. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
42. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

43. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
44. **BOYCOTT:** In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
45. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
46. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
47. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.
48. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
49. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
50. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Subrecipient 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 within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
51. **PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.**
52. **DOCUMENTS:** The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement; and
 2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

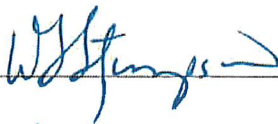
STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 7-31-2020

APPROVED LEGAL


CITY OF MOBILE, A Municipal Corporation

By: 

Date: 7/9/20

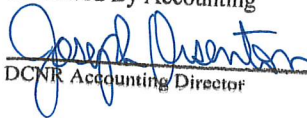
Its: Mayor

ATTEST:


City Clerk

Date: 7-9-2020

Reviewed By Accounting


DCNR Accounting Director

AL-04/16/2020

Subrecipient Name: City of Mobile, DUNS #010396687

Title of Grant Project: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification	
(i.) Subrecipient name	City of Mobile
(ii.) Subrecipient's unique entity identifier	DUNS # 010396687
(iii.) Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-04/16/2020
(v.) Subaward Period of Performance Start and End Date;	April 16, 2020 - April 30, 2023
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 3,000,000.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 3,000,000.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$ 3,000,000.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number <u>929933406</u> , is \$3,089,593.00.
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This questionnaire should be filled out for any agreements to which DCNR has determined this entity to be a subrecipient and not a contractor.

This questionnaire must be completed prior to entering into a subaward agreement. DCNR may follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information	
Name of DCNR Representative: Dr. Amy Hunter Project Name: Innovating St. Louis Street: Mobile's Technology Corridor and Mobile Greenway Initiative: Three Mile Creek Greenway Trail Grant Number: 1MA12-ISLS	
2. Subrecipient Contact Information	
Full Legal Organization/Business Name: City of Mobile Address: P.O. Box 1827, Mobile, AL 36633 Telephone number: 251-208-6006 Fax number: 251-208-7756 Name of person completing this form: Sherry Horton E-mail address: sherry.horton@cityofmobile.org Website: cityofmobile.org Incorporated in: 1819 Incorporated Date: December 17, 1819 Number of employees: 2074 DUNS number: 010396687 EIN (Employee ID Number): 636001318 Fiscal Year (Month/Year): 09/19	
3. Subrecipient Type of Organization (select one):	
☒ Government ☐ Nonprofit corporation ☐ Other corporation ☐ Individual	
4. Subrecipient Organization Classification (select all that apply):	
☐ Large Business	☐ Small Business
☐ Historically Black College/University	☐ Small Disadvantaged Business

☐ Historically Underutilized Business Zone	☐ Woman-Owned Business
☐ Minority Institution/Owned	☐ Tribal
☐ Veteran Owned	☒ Other: City
5. Subrecipient Personnel Contact Information	
Project Director for Subaward	
Name:	Jennifer Greene
Title:	Acting Director of Programs and Project Management
Telephone Number:	251-208-7199
E-mail Address:	Jennifer.greene@cityofmobile.org
Additional Contact for Subaward	
Name:	Sherry Horton
Title:	Grants Accounting Supervisor
Telephone Number:	251-208-6006
E-mail Address:	Sherry.horton@cityofmobile.org
6. Subrecipient Indirect Costs	
Fiscal Year (Month/Year): 9/19	
Negotiated Federal Indirect Cost Rate? ☐ Yes ☐ No ☒ 10% De Minimis Rate (if yes, please attach a copy of your current rate agreement)	
Name of Designated Federal Cognizant Agency (if applicable):	
7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards. (If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)	
X Yes ☐ No	
8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year). Wilkens Miller – Auditor // 2017 Complete / 2018 Due June	
X Yes ☐ No	
Auditor Contact Name and Title:	

9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.	
☒ Yes	☐ No
10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.	
☐ Yes	☒ No
Explanation (if applicable):	
11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities?	
☒ Yes	☐ No
12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)?	
☒ Yes	☐ No
13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.	
☐ Yes	☒ No
Explanation (if applicable):	

14. Are all disbursements properly documented with evidence of receipt of goods or performance of services?		
☒ Yes	☐ No	
15. Are all bank accounts reconciled monthly?		
☒ Yes	☐ No	
16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of:		
the total funds available for a grant?	☒ Yes	☐ No
the total funds available for a budget cost category (e.g., Personnel, Travel)?	☒ Yes	☐ No
17. Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds?		
☒ Yes	☐ No	
18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable?		
☒ Yes	☐ No	
19. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO) and/or program personnel who would be working on this proposed subaward? If yes, please explain:		
☒ Yes	☐ No	
Explanation (if applicable): Deputy Comptroller; 2 Accountants; Grants Compliance Manager; 2 Engineers; 2 Architects		
20. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.		
☐ Yes	☒ No	
Explanation (if applicable):		

21. Does Subrecipient have policies that address the following?			
Pay Rates and Benefits	X Yes	☐ No	
Leave	X Yes	☐ No	
Conflicts of Interest	X Yes	☐ No	
Purchasing/Procurement	X Yes	☐ No	
Capitalization/depreciation	X Yes	☐ No	
22. Describe the method Subrecipient uses to support labor and benefit charges.			
Explanation: Timesheets paper, Bi-weekly, signed by employee and supervisor.			
23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures?			
X Yes		☐ No	
24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts?			
X Yes		☐ No	
25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment?			
X Yes		☐ No	
26. Does Subrecipient periodically check its detailed property records against physical inventory?			
X Yes		☐ No	
27. Attachments: Please attach the following or check N/A if not applicable.			
	<u>Document</u>	<u>Attached</u>	<u>N/A</u>
a.	Articles of Incorporation	☐	X
b.	Bylaws	☐	X
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	☐	X

d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	☐	X
e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	X	☐
f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	☐	X
g.	Indirect cost rate agreement	☐	X
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	☐	X
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	X	☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Sherry D. Horton

Printed Name: Sherry D. Horton

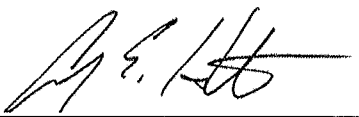
Title: Grants Accounting Supervisor

Subrecipient Entity: City of Mobile

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment:
Project Name: Mobile Greenway Initiative and Innovating St. Louis Street: Mobile's Technology Corridor
Grant Number: M1A12-ISLS
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) Site visit was conducted by ADCNR Accountant Joseph Osenton also present were Keri Coumanis (ADCNR) and Jaime Miller (ADCNR)
Additional Comments:
CONCLUSION: X Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: X Yes ☐ No
Additional Monitoring required: X Yes ☐ No

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: 

Printed Name: Amy Hunter, Ph.D.

Title: Deepwater Horizon Restoration Coordinator

Date: February 21, 2020

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

Effective Date of Agreement: 04/14/2020

Award Description/Title: Mobile Area Stormwater Mapping & Resiliency Planning

Entity Completing Form: City of Mobile

Entity's DUNS Number: 010396687 <http://fedgov.dnb.com/webform>

Address: 205 Government Street

City, State, Zip+4: Mobile, AL 36644-1827

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

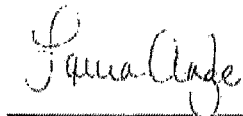
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year



Signature

Grants Compliance Manager
Title

07/29/2020
Date

Laura Angle

Typed Name of Signature

DCNR-07-2018

Alabama Department of Conservation & Natural Resources DUNS Number Documentation & Verification

Name of Organization: City of Mobile

DUNS Number: 010396687

**If your Organization doesn't have a DUNS number, please read the info below
and check the box if you intend on obtaining one.**

Information about your DUNS number and Instructions to Obtain your DUNS number:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a DUNS number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses DUNS numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a DUNS number** – A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS number, your business will be listed in D&B's database.

1. If you have already registered or are unsure, log onto <https://www.dnb.com/duns-number/lookup.html> and enter your Business name and State and click **SEARCH**. The site will display the results of your search and provide an option to send your DUNS number via email if you are registered.
2. To obtain a DUNS number, we strongly suggest you register via the web (not by telephone) by logging into <http://fedgov.dnb.com/webform/>. (If you visit a site that attempts to charge you for obtaining a DUNS number, you're at the wrong site because registering for a DUNS number is completely free and is usually created within one (1) business day.)

FOR DCNR USE ONLY

DUNS Number Verified: YES ☒ NO ☐

Date: 07-29-2020

Performed by: Robyn Cohron

Position Title: Coastal Restoration Account Specialist

DCNR Division: State Lands - Coastal

Contract/Grant Number: S1P15-MASM

Federal Award Number: GNSSP20AL0002

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 010396687

ENTITY	MOBILE, CITY OF	Status: Active
DUNS: 010396687	+4:	CAGE Code: 496N7 DoDAAC:
Expiration Date: 09/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 205 GOVERNMENT ST		
City: MOBILE	State/Province: ALABAMA	
ZIP Code: 36602-2613	Country: UNITED STATES	

1. DATE ISSUED MM/DD/YYYY 04/14/2020		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 87.052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP20AL0002-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP20AL0002		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2019		Through 04/30/2023	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2019		Through 04/30/2023	
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning			

**The Gulf Coast Ecosystem Restoration Council
RESTORE Council**

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF 64 N Union St Rm 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St Rm 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 Electronically Signed 04/15/2020	10b. FEDERAL PROJECT OFFICER Barbara Shumar 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-235-4985

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from Item 11m) 3,089,593.00	
II Total project costs including grant funds and all other financial participation II		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages	23,564.00	c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits	8,818.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 3,089,593.00	
c. Total Personnel Costs	32,382.00	13. Total Federal Funds Awarded to Date for Project Period 3,089,593.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	100.00	YEAR	TOTAL DIRECT COSTS
f. Travel	84.00	a. 2	d. 5
g. Construction	0.00	b. 3	e. 6
h. Other	0.00	c. 4	f. 7
i. Contractual	3,049,206.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	3,081,772.00	a. DEDUCTION	
k. INDIRECT COSTS	7,821.00	b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET	3,089,593.00	c. MATCHING	
m. Federal Share	3,089,593.00	d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share	0.00	e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

AUTHORIZING OFFICIAL:

Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 04/15/2020

17.OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN 636000619	19. DUNS 929933406	20. CONG. DIST. 03
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. SEP	b. GNSSP20AL0002	c. SEP	d. \$3,089,593.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

AWARD ATTACHMENTS

Alabama Department of Conservation & Natural Resources

GNSSP20AL0002-01-00

1. award attachments

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101
- ☒ FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII
- ☒ OBSERVATIONAL DATA PLAN SUBMITTED 03/13/2020
- ☒ PRELIMINARY DATA MANAGEMENT PLAN SUBMITTED 03/13/2020
- ☐ OTHER:

SPECIAL AWARD CONDITIONS

1. Non-Duplicative use of RESTORE Act funds

The recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting

The recipient must submit project performance outcome reports through the Council's PIPER system on an annual basis. The performance outcome report is due on April 30th of each year, which is 30 calendar days after the end of the reporting period. Performance outcome reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes Section B.01.c of the RESTORE Council Financial Assistance ST&CS dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plan; the recipient will make any corresponding updates to metrics details in the grant management platform (i.e., PIPER). The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-

frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to the closeout of the award.

4. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to the closeout of the award.

5. Observational Data Management and Delivery

- A. *Data Sharing:* All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
- B. *Timeliness:* Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
- C. *Data produced under this award and made available to the public must be accompanied by the following statement:* "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council.

- D. *Failure to Share Data:* Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.
- E. *Data Citation:* Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$3,089,593.00			\$3,089,593.00	

REPORTING SCHEDULE

Reporting Task	Task Due Date
Financial Report	10/30/2020
Financial Report	4/30/2021
Performance Report	4/30/2021
Financial Report	10/30/2021
Financial Report	4/30/2022
Performance Report	4/30/2022
Financial Report	10/30/2022
Final Report	7/29/2023

DESCRIPTION OF WORK TO BE PERFORMED

Project Narrative

Project Title: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

- This project will provide better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile, through collection of field data. Strategies to address areas within the City which have experienced repetitive flood loss will also be developed. Additionally, a design manual will be developed as a supplement to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Methodology / Approach

- Field surveys will be conducted to collect and manage accurate digital geographic information describing the existing storm water infrastructure within the City.
- Completion of a GPS digital inventory will provide for development of a comprehensive GIS map of the City's stormwater drainage system.
- Information will be compiled to support updates to the City's Flood Plain Management program, including development of recommendations addressing repetitive loss properties and a design manual to supplement the Flood Plain Management Plan.

Roles and Responsibilities Table

Organization/ Agency/Company	Role	Duties
Department of Conservation & Natural Resources	Grant recipient – project implementation	Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services.
City of Mobile	Act as Project Manager to complete the project	Act as Project Manager, coordinate procurement and oversight of professional services contractor(s), coordinate financial requirements of the grant, and provide quality assurance concerning project deliverables.
Unknown	Contractor(s) to conduct field assessment, collect and assimilate digital data, and write policy documents	Collect field data, develop digital inventory database of structures, and prepare a GIS map. Assess repetitive loss properties within the City and develop strategies to address these properties. Draft supplements to the City's Flood Plain Management Plan.

- Location – The project scope will include acquisition of digital inventory of existing stormwater structures occurring within the City, and within portions of the Three Mile Creek watershed located within the City of Pritchard. No areas outside of the limits of the cities of Mobile and Pritchard will be mapped. The project is in US Congressional District AL-01 in Mobile County. The project boundary occurs within portions of eleven watersheds, as delineated on the map below, included as Figure 1. Specific watersheds subject to the project scope include:

- Lower Chasaw Creek
- Red Creek-Eight-mile Creek
- Toulmins Spring Branch-Three Mile Creek
- Miller Creek
- Halls Mill Creek
- Upper Dog River
- Tensaw River-Apalachee River
- Mobile Bay
- Lower Dog River
- Fowl River
- Deer River

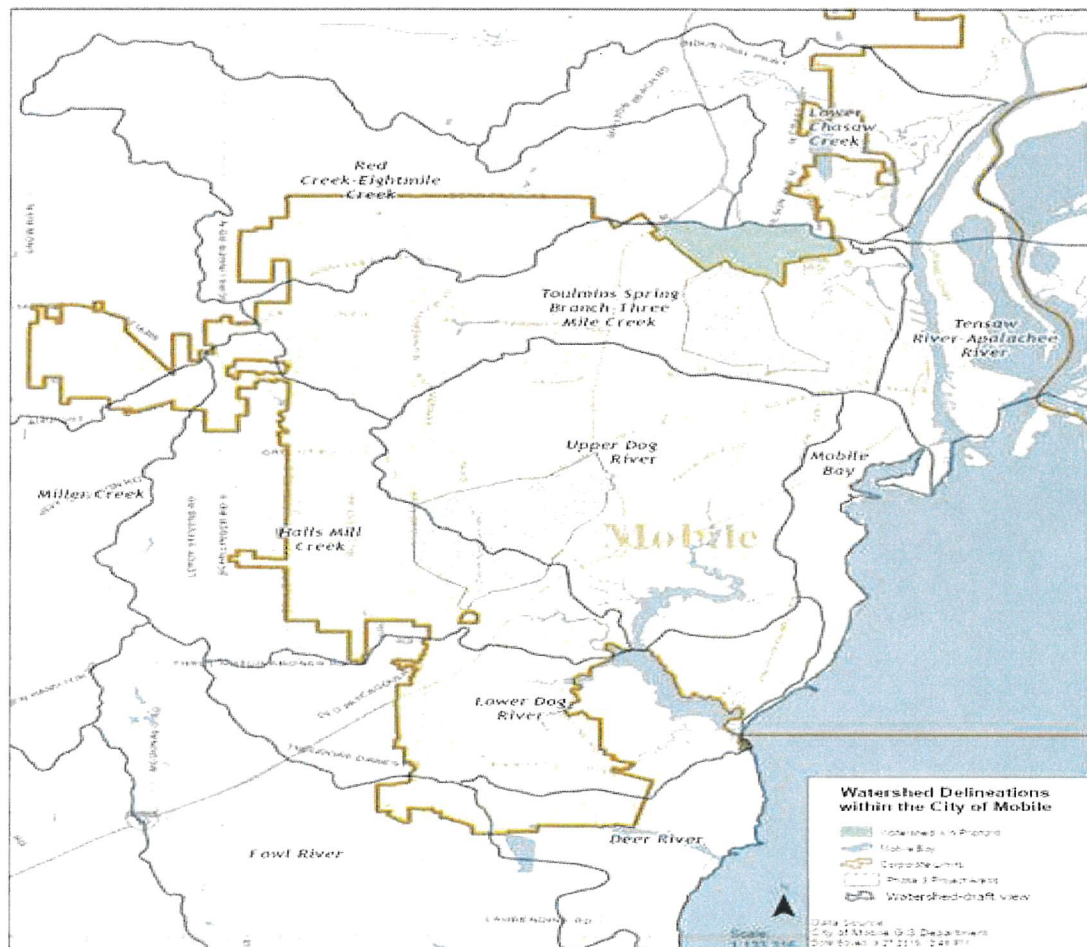


Figure 1. Watershed Delineations

- Period of performance is 5/1/2020 to 04/30/2023.
- Supporting Information (Best Available Science) – The stormwater runoff that carries pollutants from the land may impair water quality and threaten the natural environment and human health. Restoration and improvement of the quality of water, as a natural resource, will benefit the marine/coastal ecosystems, habitats, and fisheries, as well as the economy of the Alabama Gulf Coast Region. Water quality degradation in coastal systems is a global phenomenon (Bennett et al., 2001; Vörösmarty et al., 2010; Lymer et al., 2018) that is not only limited to nutrient pollution and associated hypoxia (Diaz and Rosenberg, 2008) but is also tied to enhanced bacteriological concentrations and loads (Mallin et al., 2000; O'Mullan et al., 2019). There are numerous freshwater inputs into Alabama bays and estuaries that result in alterations to water quality. This change in water quality is often associated with changes in water column conditions (i.e., hypoxia, eutrophication, and bacterial loads) and can lead to the body of water not meeting its intended use (i.e., recreation or fishery) (Mallin et al., 2000; Pennington and Cech, 2010; Spellman, 2010). The most visible water quality degradation is often associated with urban runoff, as well as discharge and sanitary sewer overflow issues, all of which are associated with wastewater management. A proper management approach utilizing a comprehensive mapping database can help manage flooding and the runoff of pollutants (Xu et al., 2018). This project includes three components which correspond to the Focused Planning strategies described in the City's Comprehensive Plan, *Map for Mobile, Framework for Growth*. This policy document, adopted by the Planning Commission in 2015, articulates the need for development of "detailed studies and specific strategies for a topic or area." The stormwater data inventory project will facilitate the generation of detailed plans addressing needs such as watershed and stormwater management, and support strategies addressing repetitive flood loss properties. The City's current GIS data for the stormwater network is functionally limited in that it does not allow officials to calculate the volume and flow capacity within the drainage system, or model hypothetical stormwater loads.
- Approach – Contracted professional services will be procured and utilized for the three components of the project. For each task and associated scope of work, progress will be monitored and documented by City personnel and reported to the funding agencies through regular progress reports and payment requests. City personnel will also provide oversight of the professional services contractor(s) and review deliverables for quality assurance. Additional information pertaining to the scope of work for the three project components includes the following:

Preaward – Grant Development

The Executive Director for the Alabama Gulf Coast Recovery Council is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for Spill Impact Component RESTORE Act funding. The Executive Director began working with the RESTORE Project Manager on September 9, 2019, after approval of the SEP, to develop the Mobile Area Storm Water Mapping & Resiliency Planning grant application for submission into RAAMS.

Task 1 – Grant Administration

ADCNR, as Administrative Agent for the Alabama Gulf Coast Recovery Council, will serve as Grant Administrator for the project, monitoring subrecipient procurement, grant compliance, and programmatic activities. ADCNR will conduct periodic onsite visits and will submit all semi-

annual and final reports. Volkert, Inc., as ADCNR's Program Manager, may assist with some of the activities listed above on an as-needed, task order basis. Once substantial completion has been reached by the Subrecipient, and upon favorable review by ADCNR, ADCNR will initiate and submit all required documentation to begin and conclude the grant closeout process in compliance with 2 CFR Part 200 and applicable regulations. Final drawdown and federal financial report will be completed upon instruction by the RESTORE Council.

Task 2 - Data Collection and Mapping Contract

- Following implementation of a professional services contract with a selected land surveying consultant, collection of the field survey digital data will begin. The scope of work includes collection of field data within a total of eleven watersheds. The digital inventory task will proceed within specific, prioritized watersheds, and progress to the extent that grant funding allows. Based on projected scope, it is anticipated that approximately 80% of the watersheds within the City may be inventoried through utilization of the RESTORE grant funds.
- The final scope of work will be developed in tandem with the selected consultant and the City of Mobile's engineering, planning and GIS departments, and will include protocol to maximize the quality, objectivity, and integrity of the information collected for the mapping task. It is anticipated the scope for the Task 1 contract will specify data collection as well as post- processing of field data, when needed, to provide quality control. Following receipt and acceptance by the GIS department, data management will be performed by the City. Additional specifications for each scope item are provided below.

i. Data Collection

The inventory of field data collected by the contracted surveyor will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and physical condition, with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet.

A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. This existing file describes the location of the stormwater infrastructure located throughout the City and will facilitate the systematic scheduling and implementation of the data inventory collection, within each watershed, by the survey consultant.

Upon collection, field data will be uploaded into the City's geodatabase file by the surveyor, in the appropriate layers, with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information; Metadata will be provided in the extensible Markup Language (XML) format. Deliverables will be provided in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.

ii. Data Processing

The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls

along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process. As data is received, processed for quality assurance, and accepted by the City, the comprehensive digital map will be developed by the contracted consultant.

Task 3 - Repetitive Flood Loss Consultant Contract

- Properties within the City of Mobile have historically experienced repetitive flood loss during tropical storms and other extreme weather events. Task 2 is intended to result in development of recommendations and options which may be implemented by the City to enhance resilience and reduce future flood loss. A consultant, selected and working with the City planning and engineering staff, will assess and describe properties within the City of Mobile which have experienced repetitive flood loss. The City's existing list of repetitive flood loss properties will be provided to the consultant to facilitate the initial analysis.
- Once the repetitive flood loss properties are assessed and accurately described, the consultant will develop a summary report with recommendations which may be implemented to address and remedy future prospective losses within eligible properties. The report is anticipated to include a description of priority flood loss areas along with an analysis of possible funding opportunities. City personnel will review all identified properties before final acceptance of the property list. Remediation strategies and recommendations will conform to existing planning and zoning policies and requirements and will also comply with provisions of the National Flood Insurance Program.

Task 4 - Storm Water Management Guidance Manual Consultant Contract

- Building on information and strategies developed in Tasks 1 and 2, the City of Mobile's Flood Plain Management Plan will be updated through the drafting of a supplemental design manual. A contracted consultant will be selected and utilized for this task. The City's floodplain management regulations originated in the late 1940's, and were updated in the 1980's.
- The supplemental Storm Water Guidance Manual will systematize the modern best management practices for stormwater management, expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
- Considerations and design recommendations concerning stormwater management facilities to be constructed within the designated 100-year flood plain will be provided. The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- To develop the Storm Water Guidance Manual and gain buy-in from affected

stakeholders, the City will hire a stormwater management consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts. City personnel will verify that all updates to the design manual will reinforce the development standards of the adopted Map for Mobile, Framework for Growth, and the City's Zoning Ordinance.

Project Timeline

Award Date

Milestone #1 – Project Management (Award + 36 months)

Milestone #2 – Data Collection and Mapping Contract (Award + 36

months) Milestone #3 – Repetitive Flood Loss Consultant Contract

(Award + 18 months)

Milestone #4 – Storm Water Management Guidance Manual Consultant Contract (Award + 18

months)

Project Completion – Award + 36 of Months

Risks and Uncertainties

- Within portions of the project boundary, vegetative cover, buildings, or other obstructions may reduce accuracy of the digital inventory data.
Mitigation strategy: all possible interference will be avoided; when interference is identified GIS accuracy and satellite coverage will be verified for quality assurance. If that still doesn't help, conventional surveying methods and practices will be conducted.
- Stormwater structures for which approximate location data exists may be inaccessible, having been installed sub-grade or being concealed by debris, asphalt or other cover.
Mitigation strategy: all possible avenues will be explored to locate stormwater structures, including utilization of sub-surface identification technologies.

To mitigate budgetary risk, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

Leveraged Funds

There are no leveraged funds for this project

Metrics

- PRM012: Tool development for decision making - # tools developed
- PRM010: Studies to inform management
- PRM003: Management of Governance Planning

Environmental Compliance

- See attached checklist. Process procedures have been documented to ensure that environmental compliance requirements will be met.

References

Bennett, E.M., Carpenter, S.R., Caraco, N.F. 2001. Human impact on erodible phosphorus and eutrophication: a global perspective. *Bioscience* 51(3): 227-234

Diaz, R.J., Rosenberg, R. 2008. Spreading dead zones and consequences for marine ecosystems. *Science*, 321, 626-929

Lymer, B.L., Weinberg, J., Clausen, T.J. 2018. Water quality management from source to sea: from global commitments to coordinated implementation. *Water International* 43(3), 349-360

Mallin, M.A., Williams, K.E., Esham, E.C., Lowe, R.P. 2000. Effect of human development on bacteriological water quality in coastal watersheds. *Ecological Applications* 10(4): 1047-1056

O'Mullan, G.D., Juhl, A R., Reichert, R., Schneider, E., Martinez, N. 2019. Patterns of sediment associated fecal indicator bacteria in an urban estuary: benthic-pelagic coupling and implications for shoreline water quality. *Science of the Total Environment* 656, 1168-1177

Pennington, K. L., Cech, T.V. 2010. Introduction to water resources and environmental issues. Cambridge University Press, Cambridge, UK.

Spellman, F.R. 2008. The Science of Water: concepts and applications. 2nd Edition. CRC Press, Taylor and Francis Group, New York, NY; Chp: 3 (pp.45-95), Chp: 8 (pp.219-287), Chp: 9 (pp.289-323), Chp: 10 (pp.325-399).

Vörösmarty, C.J., McIntyre, P.B., Gessner, M.O., Dudgeon, D., Prusevich, A., Green, P., Glidden, S., Bunn, S.E., Sullivan, C.A., Reidy Liermann, C., Davies, P.M. 2010. Global threats to human water security and river biodiversity. *Nature*, 467(7315), 555-561.

Xu, X., Schreiber, D., Lu, Q., & Zhang, Q. (2018). A GIS-Based Framework Creating Green Stormwater Infrastructure Inventory Relevant to Surface Transportation Planning. *Sustainability*, 10(12), 4710.

BUDGET NARRATIVE

Budget Narrative

Project Title: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

1.0 Summary and Justification

- Funding in the amount of \$3,089,593 is being requested. The amount is an estimate based on previous City of Mobile Storm Water Survey Projects.
- Funding will be used to update and enhance the City's existing GIS storm water network digital database by conducting a GPS field inventory of storm water infrastructure features.
- Funding will also support a Repetitive Flood Loss Properties Assessment Plan and an update of the City of Mobile's Flood Plain Management Plan.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED

\$3,089,593

Total Pre-Award Funds Requested	\$5,136
Total Direct Costs Requested	\$3,076,636
Total Allowable Indirect Costs Requested	\$7,821
Total Program Income Anticipated	\$0

2.0 Pre-Award Costs

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV dedicated approximately 50 hours and the Grants Manager/Biologist III dedicated approximately 50 hours to the draft grant application prior to award. Therefore, estimated pre-award costs for developing the grant application are \$5,136 (salary & fringe). Pre-award activities began on October 1, 2019.

3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 Personnel

Alabama Gulf Coast Recovery Council (AGCRC) Executive Director is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for the RESTORE Act funding. The Executive Director will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using

CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Grants Manager/Biologist III will assist in preparing draft proposals for Executive Director review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Administrative Assistant will provide general office support for the Executive Director, DWH Restoration Coordinator/Biologist IV and Grants Manager/Biologist III as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR Personnel Staff - Time

Position/Role	Duties and Responsibilities	Unit Cost	Units or % Time	Total	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	\$97,696	50 Hours	\$2,348	Pre-Award
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	50 Hours	\$1,397	Pre-Award
AGCRC Executive Director	Coordinating and implementing all activities for Spill Impact Component RESTORE Act funding	\$105,866	1.0835%	\$3,441	
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	\$97,696	3.25%	\$9,525	
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	3.25%	\$5,667	
Administrative Assistant	Provide general office support	\$36,492	1.0835%	\$1,186	

TOTAL ADCNR PERSONNEL STAFF - TIME: \$23,564

3.2 Fringe Benefits

This includes FICA, cost of leave, employee insurance, retirement and unemployment benefit plans. The fringe rate percentage varies by employee and will also vary from year to year based upon federal guidance and the state legislative process.

ADCNR Personnel Staff - Fringe Benefits

Position/Role	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	\$2,348	34.40	\$808	Pre-Award

Grants Manager / Biologist III	\$1,397	41.73	\$583	Pre-Award
AGCRC Executive Director	\$3,441	32.7	\$1,125	
DWH Restoration Coordinator	\$9,525	34.40	\$3,277	
Grants Manager / Biologist III	\$5,667	41.73	\$2,365	
Administrative Assistant	\$1,186	55.64	\$660	

TOTAL ADCNR PERSONNEL STAFF - FRINGE BENEFITS: \$8,818

3.3 Travel

Grants Manager/Biologist III will travel 9 times (approx. three trips per year) to the work site. Work site trips will be used to ensure scope of work is being followed and invoices reflect work completed. This proposal was submitted in 2019, and therefore the rate is based on 2019 guidance.

ADCNR Personnel Staff - Travel

Purpose of Travel	Destination	# Trips	# Travelers	Item	Quantity or Rate	Total	Pre-Award Costs?
Project Oversight	Mobile, AL	9	1	Mileage	\$0.58 per mile	\$83.52	

TOTAL ADCNR PERSONNEL STAFF - TRAVEL: \$83.52

3.4 Construction and Land Acquisition

No construction or land acquisition costs are being requested.

3.5 Equipment

No equipment is expected to be purchased.

3.6 Supplies

Postage – Postage funds will be used as needed to send grant related project documentation out to contractors and the subrecipient.

ADCNR Personnel Staff - Supplies

Item Name Description	Unit Cost	Quantity	Total	Pre-Award Costs?
Postage	\$100	1	\$100	

TOTAL ADCNR PERSONNEL STAFF - SUPPLIES: \$100

3.7 Other Direct Costs

No other direct costs will be applied for.

3.8 Subrecipients

The City of Mobile will be a sub-recipient to the Alabama Department of Conservation and Natural Resources. A subaward agreement will be issued for \$3,000,000 to complete the scope of work. Prior to execution of a subaward, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

1. Name of Contractor — TBD
2. Method of Selection — All contracts will be thru competitive proposals. Procurement procedures will follow the State of Alabama and City of Mobile procurement standards, as well as, the Federal Procurement Standard 2 CFR Part 200 Sections 200.317 - 200.326. Request for Proposals (RFP) will be published on the City's website and other public sites. All RFP's will have documented evaluation methods.
3. Period of Performance — Award + 36 Months
4. Scope of Work —
 - a. Mapping Contract - \$2,715,000
A scope of work that maximizes the quality, objectivity, and integrity of the information collected will be developed for the mapping task. The scope of work will be developed in tandem with the consultant and the City of Mobile's engineering, planning and GIS departments. It is anticipated the scope for the contract will consist of data collection and data processing (including quality control). Once the data has been accepted by the GIS department, data management will be performed by the City. Additional details for each scope item are provided below.
 - i. Data Collection: The surveyor's inventory will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and condition with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet. A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. Field collected data will be uploaded into the provided file geodatabase by the surveyor in the appropriate layers with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information - Metadata format as an extensible Markup Language (XML) file. Deliverables will be delivered in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.
 - ii. Data Processing: The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process.
 - b. Repetitive Flood Loss Consultant Contract - \$35,000

A consultant, working with the City planning and engineering staff, will assess and describe properties within the City of Mobile that are subject to repetitive flood loss. Once those properties are identified, the consultant will develop a strategy to address and remedy prospective losses. The plan is anticipated to include priority areas and possible funding opportunities.

- c. Storm Water Management Guidance Manual Consultant Contract - \$250,000
Building on information and strategies developed in Phases 1 and 2, revise and update the City of Mobile's Flood Plain Management Plan.
 - An updated Storm Water Guidance Manual will systematize the modern best management practices expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
 - The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
 - The City will identify incentives it could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
 - To update the Storm Water Guidance Manual and gain buy-in from affected stakeholders, the City will hire a Storm Water Management Consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts.

5. Method of Accountability —

a. Mapping Contract

The mapping contract will be monitored using the Data Processing method described above. Upon selection of a mapping consultant, a deliverable schedule will be agreed upon by both parties which will include intermediate data transfers. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

b. Repetitive Flood Loss Consultant Contract

City personnel will review all identified properties before final acceptance of property list. Remediation strategy will conform to existing planning and zoning requirements. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

c. Storm Water Management Guidance Manual Consultant Contract

City personnel will verify that all updates to the guidance manual will reinforce the design and development standards of the adopted Map for Mobile and Zoning Ordinance. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

- 6. Itemized Budget and Justification — Once a contractor is selected for each task, a fee schedule will be negotiated and agreed upon by both parties. It is anticipated the contract fees will be based on hourly rates for field personnel, analysts, planners, project manager(s), equipment rental, etc. For the mapping contract, the prioritization of watersheds to be mapped is included in the project narrative. Once a detailed scope and fees have been established, a baseline

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
Project Management	Project Oversight and Grants Management	ADCNR will monitor subrecipient procurement, grant compliance and programmatic activities. ADCNR will conduct periodic onsite visits and submit all semi-annual and final reports. Deliverables 1) semiannual and final reports.	05/01/2020	04/30/2023	\$89,593.00	No
Data Collection and Mapping	Planning	GPS Digital Inventory: Complete the inventory of stormwater drainage system features in the 11 watersheds within the City. Deliverables: 1) Executed contract, 2) City of Mobile approved geodatabase of inventory, 3) a comprehensive digital map of stormwater drainage features.	05/01/2020	04/30/2023	\$2,715,000.00	Yes
Repetitive Flood Loss Strategy Development	Planning	Develop Repetitive Flood Loss Strategy Deliverables: 1) Executed contract, 2) Property inventory, 3) City approved summary report describing a strategy to address and remedy prospective losses, define priority areas and possible funding opportunities.	05/01/2020	10/31/2021	\$35,000.00	Yes
Storm Water Management Guidance Manual Development	Planning	Supplemental Design Manual to update Floodplain Management Plan. Deliverables: 1) Executed contract; 2) City of Mobile approved Flood Management Plan.	05/01/2020	10/31/2021	\$250,000.00	Yes

APPROVED METRICS

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM003 - Management or Governance Planning - # plans developed

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM012 - Tool development for decision-making - # tools developed

Baseline	0.00
Current	0.00
Completion	3.00

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM010 - Research - # studies used to inform mgmt

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	
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requirement for area to be mapped will be determined. The City anticipates mapping more than the baseline requirement if funds allow.

TOTAL SUB-RECIPIENT: \$3,000,000

3.9 Contractors/Consultants

Volkert & Associates Inc.

ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2 – State Bid Laws (41-16-20)) to identify and select Volkert & Associates Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADCNR estimates \$49,206.48 in contract costs for Volkert for this project. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

1. Method of Selection—Volkert & Associates Inc. was selected as a result of a Request for Proposal procurement process.
2. Period of Performance—March 2, 2017 - March 2, 2021
3. Scope of Work—Volkert services may be used to provide program management services, including engineering, planning, environmental and construction management and other technical services on an as-needed basis to support restoration efforts on the Alabama coast.
4. Method of Accountability—Contractor will bill ADCNR monthly for services performed.
5. Itemized Budget and Justification—Scope of services, approved documents, an itemized budget will be provided as requested by ADCNR.

Contractual			
Organization	Description	Amount	Pre-Award Costs?
Volkert & Associates Inc.	Contracted Technical Support	\$49,206.48	

TOTAL CONTRACTUAL: \$49,206.48

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

INDIRECT, OVERHEAD, OR G&A RATE: 24.09%

BASIS: Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort.

TOTAL CALCULATED INDIRECT/OVERHEAD COSTS: \$7,821

TOTAL OF INDIRECT COSTS: \$7,821

5.0 Program Income

There is no program income associated with this project.

BUDGET SUMMARY

	Amount
Personnel	\$32,382.00
Personnel	\$23,564.00
Fringe Benefits	\$8,818.00
Travel	\$84.00
Travel	\$84.00
Project Oversight	\$84.00
Construction	\$0.00
Construction management/legal expenses	\$0.00
Land, structures, rights-of-way, appraisals, etc.	\$0.00
Relocation expenses and payments	\$0.00
Architectural and engineering fees	\$0.00
Other architectural and engineering fees	\$0.00
Project inspection fees	\$0.00
Site work	\$0.00
Demolition and removal	\$0.00
Construction	\$0.00
Contingencies	\$0.00
Equipment	\$0.00
Equipment	\$0.00
Supplies	\$100.00
Supplies	\$100.00
Postage	\$100.00
Other Direct Costs	\$0.00
Other Direct Costs	\$0.00
Miscellaneous	\$0.00
Subrecipients and Contractors	\$3,049,206.00
Subrecipient	\$3,000,000.00
City of Mobile	\$3,000,000.00
Contractor	\$49,206.00
Volkert & Associates Inc.	\$49,206.00
Total Direct Costs	\$3,081,772.00
Indirect Charges	\$7,821.00
Indirect Charges	\$7,821.00
Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort. Fixed	\$7,821.00
Total Indirect Costs	\$7,821.00
Total GCERC Costs	\$3,089,593.00
Co-Funding	\$0.00
Co-Funding	\$0.00
Total Project Costs	\$3,089,593.00
Income	\$0.00
Project (program) income	\$0.00



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 2024

Submitted by:

Jennifer White

Sponsored by:

Cory Penn, Councilmember
Gina Gregory, Councilmember
Joel Daves, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Purchase of equipment to upgrade the traffic signal system along Dauphin Street from Sage Ave to Rimes Rd

Amount of Contract:

\$625,000

Funding Source

G-STMP4924

ATTACHMENTS:

1. Revised(2) Agreement STPMB-7533(602) 100079159 MOBILE SP August 2024
2. Agreement Resolution Dauphin St CM Project (5)

REVIEWERS:

Tiereney Leverette
Lana Gauthier

**SPECIAL PROJECT
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

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

**Project No. STPMB-7533(602)
CPMS Ref# 100079159**

PART ONE (1): INTRODUCTION

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

WHEREAS, the STATE and the CITY desire to cooperate in the Intersection Improvements – Congestion Management Process - Dauphin St. improvements from Sage Ave. to Rimes Rd. (Purchasing Equipment); Project# STPMB-7533(602); CPMS Ref# 100079159.

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

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$500,000.00 Federal funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Mobile Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Mobile Area Dedicated)	\$ 500,000.00
City Funds	\$ 125,000.00

TOTAL (Incl CE&I)	\$ 625,000.00

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

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in

excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

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

PART THREE (3): PROJECT SERVICES

- A. The CITY will purchase equipment related to the Intersection Improvements – Congestion Management Process with CITY forces or with a consultant approved by the STATE. The Intersection Improvements – Congestion Management Process, known as a Special Project, will be an eligible cost to the project.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

- B. For projects with approval by the STATE to use CITY Forces and State Contracts, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

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

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

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

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved scope and estimate.

- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or

reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

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

PART FIVE (5): ACCOUNTING PROVISIONS

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

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

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

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

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

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives,

will have full access to, and right to examine any of said materials at all reasonable times during said period.

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

PART SIX (6): MISCELLANEOUS PROVISIONS

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

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

ATTEST:

City of Mobile, Alabama

By: _____

City Clerk (Signature)

By: _____

As Mayor (Signature)

Type Name of Clerk

(AFFIX SEAL)

Type Name of Mayor

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

By: _____

Legal Counsel for

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.

Southwest Region Engineer

Bradley B. Lindsey, P.E.

State Local Transportation Engineer

Edward N. Austin, P. E.

Chief Engineer

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

John R. Cooper, Transportation Director

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

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

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

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

Intersection Improvements – Congestion Management Process - Dauphin St. improvements from Sage Ave. to Rimes Rd. (Purchasing Equipment); Project# STPMB-7533(602); CPMS Ref# 100079159.

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

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

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

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

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

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

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

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

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

EXHIBIT E

TERMINATION OR ABANDONMENT

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

CONTROVERSY

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

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

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

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

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

a. **Compliance with Regulations**

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

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

Pertinent Non-Discrimination Authorities:

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

EXHIBIT H

Page 2

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

b. **Nondiscrimination**

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

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

c. **Solicitations**

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

d. **Information and Reports**

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

EXHIBIT H

Page 3

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

e. **Sanctions for Noncompliance**

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

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

f. **Incorporation of Provisions**

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

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

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

EXHIBIT H
Page 4

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

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

COST PRINCIPLES

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

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

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

EXHIBIT H

Page 5

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

CITYS' CERTIFICATIONS

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

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

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

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

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmembers Penn, Daves, and Gregory

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

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

Intersection improvements-congestion management process-Dauphin Street from Sage Avenue to Springhill Hospital; Project # STPMB-7533(602); CPMS # 100079159;

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

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

I, the undersigned qualified and acting City Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

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

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Project Name:

Old Shell Road Overpass (Amendment to Agreement); COM; D1

Project #:

2024-3005-15

Date of Receipt:

Project Description:

Improvement and maintenance of right of way

Contract Amount:

\$25,000.00

Vendor Name:

Community of Mobile, Inc

Vendor Number:

299105

DEPT #:

3005

DEPT NAME:

Engineering

Contract Type:

Professional Services

Retainage Information:

Should Retainage Be Withheld?

No

Standard (5% of the 1st 50%) or Special Rate (If Special, please indicate)

Prepared by:

LaShey Williams

Date:

8/26/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor

Cory Penn, Councilmember

Purpose and Scope of Project:

Improvement and maintenance of right of way

Amount of Contract:

\$25,000.00

Funding Source

C0911

ATTACHMENTS:

1. 2024-3005-15 OLD SHELL OVERPASS (Amendment to Agreement) (COM) 8.26.24.docx
2. 2024-3005-15 OLD SHELL OVERPASS
3. Resolution 2024-3005-15 CIP Old Shell Road Overpass

REVIEWERS:

Tiereney Leverette

Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Old Shell Road Overpass (Amendment to Agreement);COM Project # 2024-3005-15; D1

PROJECT #: C0911 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Improvement and maintenance of right of way

CONTRACT AMOUNT: \$25,000.00

VENDOR NAME: Community of Mobile, Inc.

VENDOR NUMBER: 299105

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

NonContractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___; 5% of the 1st 50% ___ or If different, indicate special rate _____

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

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

Prepared by: LaShey Williams Date 08/26/2024

Revised 3/8/2022 Tiffany Hollins

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment ") is made as of the _____ day of _____ 2024, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City") and Community of Mobile, Inc., a non-profit corporation organized and existing under the laws of the State of Alabama (hereafter COM),

RECITALS

WHEREAS, CITY is authorized to expend public funds when a public purpose will be thereby served, and may enter into agreements providing for the improvement of public facilities, including public right of way, which will benefit the public on land lying within the corporate limits of CITY; and

WHEREAS, CITY finds that a public purpose will be served by the expenditure of funds for the improvement and maintenance of the right of way along Old Shell Road at its intersection with the railroad trestle crossing over Old Shell, east of Sage Avenue, within CITY (hereafter the SITE); and

WHEREAS, CITY and COM are parties to that certain Contract dated June 3, 2024 (the "Agreement"), which jointly funds the initial planning of a substantial improvement project at the SITE consisting of architectural services (renderings, detailed construction drawings and project supervision), land survey and site pinning, site clearing, tree removal, sidewalk, curb and gutter improvement, landscaping and maintenance, automatic irrigation system (the UNDERPASS PROJECT); and

WHEREAS, CITY desires to provide additional funding in the amount of \$25,000.00 which will supplement, not supplant the COM contribution and COM agrees to utilize the funds solely for the UNDERPASS PROJECT and to ratify and adopt all other terms of the agreement as originally agreed upon; now therefore

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein, CITY and COM hereby agree as follows:
2. In paragraph three (3) of the original agreement, the CITY appropriation of \$250,000.00 shall be increased by \$25,000.00. Therefore, the new agreement appropriation shall be \$275,000.00. Upon full execution of this amendment to the agreement, by both parties, the CITY will issue an additional disbursement of \$25,000.00.
3. Except as modified herein, all covenants, agreements, and stipulations of this Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

COMMUNITY OF MOBILE, INC

William S. Stimpson, Mayor

By: Lewis E. Beville
Its Authorized Agent

Date

8/20/24
Date

ATTEST:

City Clerk

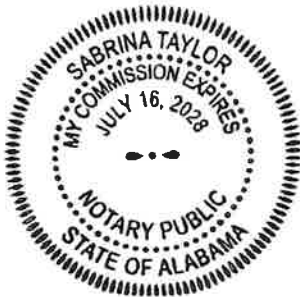
STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Lewis E. Beville, as an AUTHORIZED AGENT of Community of Mobile, Inc., a non-profit 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 above and foregoing agreement, he/she, as such officer 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 this the 20th day of August,
2024.

(SEAL)



Sabrina Taylor
Notary Public
My Commission Expires: 7/16/2028

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Cory Penn

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, by and between
the City of Mobile and the company listed below, for work as outlined in the agreement attached
hereto and made a part hereof as set forth in full, subject to the company signing the agreement
and furnishing the required bonds and insurance. A copy of said executed agreement will be on
file in the office of the City Clerk.

Name of Company: Community of Mobile, Inc.

Project Name: CIP Old Shell Road Overpass
(A.K.A. Cooperative Cost Sharing Agreement for Improvement of Public Right of
Way)
COM Project# 2024-3005-15

Estimated Cost: \$250,000.00

Adopted: **MAY 28 2024**



City Clerk

**COOPERATIVE COST SHARING AGREEMENT FOR
IMPROVEMENT OF PUBLIC RIGHT OF WAY**

WHEREAS, the City of Mobile, Alabama, a municipal corporation acting by and through its duly authorized Mayor (hereafter CITY), is authorized to expend public funds when a public purpose will be thereby served, and may enter into agreements providing for the improvement of public facilities, including public right of way, which will benefit the public on land lying within the corporate limits of CITY; and

WHEREAS, CITY finds that a public purpose will be served by the expenditure of funds for the improvement and maintenance of the right of way along Old Shell Road at its intersection with the railroad trestle crossing over Old Shell, ease of Sage Avenue, within CITY (hereafter the SITE); and

WHEREAS, Community of Mobile, Inc., a non-profit corporation organized and existing under the laws of the State of Alabama (hereafter COM), has begun the initial planning of a substantial improvement project at the SITE consisting of architectural services (renderings, detailed construction drawings and project supervision), land survey and site pinning, site clearing, tree removal, sidewalk, curb and gutter improvement, landscaping and maintenance, automatic irrigation system (the UNDERPASS PROJECT); and

WHEREAS, CITY and COM seek to jointly fund the completion of UNDERPASS PROJECT and deem it necessary and desirable to set out herein the terms of this agreement with regard to funding and construction of the UNDERPASS PROJECT;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, CITY and COM enter into the following mutual agreement:

1. COM agrees to complete the UNDERPASS PROJECT as fully described in the scope contained in the attached Exhibit A, located at the SITE, with such design consultants contractors and subcontractors as is necessary. COM further agrees to perpetually maintain the landscaping at the SITE.

2. CITY agrees to allow COM to affix a post mounted bronze commemoration plaque near the inside edge of sidewalks at each entrance, in appreciation of the Underwriting Sponsors of the UNDERPASS PROJECT. The bronze plaque shall not exceed 3' x 3' in size.

3. CITY will appropriate for the use of COM the sum of \$250,000.00 (the FUNDS) to be paid toward the UNDERPASS PROJECT to be completed at the SITE.

4. COM agrees to utilize the funds solely for the UNDERPASS PROJECT, and agrees to advance additional funding of its own, or obtained from other sources, for the UNDERPASS PROJECT, in at least the equivalent amount.

5. CITY funding will supplement and not supplant the COM contribution.

6. The funds will be disbursed by CITY with an initial payment of \$125,000.00 upon full execution of this Agreement by both parties, and a subsequent disbursement of \$125,000.00 upon proof of the execution of a signed contract with the General Contractor. Subsequent disbursement shall be conditioned upon notice from COM that it has obtained completed design plans and has entered into a contract with a general contractor.

7. COM shall refund to CITY any portion of the funds which are unused or used for any purpose other than the UNDERPASS PROJECT at the SITE. UNDERPASS PROJECT shall be completed by COM by September 30, 2024, or such extended time that CITY may agree to in writing. If UNDERPASS PROJECT is not completed within said time funding shall be refunded to CITY. In addition to and notwithstanding said completion date, road closure and traffic detours shall be restored to original traffic condition on or before August 5, 2024, unless this date is extended by the City engineer.

8. On or before October 30, 2024, or such later time no more than thirty (30) days following completion of the UNDERPASS PROJECT, COM shall provide to CITY a report which shall summarize the accomplishments and activities of COM relating to the construction of the UNDERPASS PROJECT.

9. COM shall in the performance of this contract comply strictly with all state and federal laws, rules and regulations, and COM agrees that it will comply with Title 6 of the Civil Rights Act of 1964 and City of Mobile Ordinance No. 14-034 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, and COM and any subcontractors will 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.

10. COM shall be and at all times remain responsible for the design, improvements, and construction of the Project, and City shall have no liability in connection therewith.

11. Notwithstanding any of the provisions of this Agreement, it is agreed that CITY has no financial interest in the business of COM, and shall not be liable for any debts or obligations incurred by COM, nor shall CITY be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the COM.

12. COM, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of CITY but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense to indicate that it is an independent contractor. CITY does not and will not assume any responsibility for the means by which or manner in which services by COM, provided for herein, are performed, but on the contrary, COM shall be wholly responsible therefor.

13. COM acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for CITY having entered into this agreement. Therefore, COM shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of CITY, which such consent shall be granted or denied solely at CITY discretion.

14. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability Insurance - public liability
including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence
Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined -
\$500,000 per occurrence
- b. Comprehensive - Automobile Liability Insurance
including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability \$100,000 each occurrence
Or, (in lieu of (1) and (2) above)
 - (3) Bodily injury and property damage combined -
\$500,000 per occurrence

15. COM agrees to indemnify, defend and hold CITY, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of COM, its principals, directors, agents, servants and employees in the performance of this Agreement, for which CITY is alleged to be liable.

16. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.

17. Unless waived by CITY, COM shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement. In consideration of the public purpose herein and the nature of the right of way improvement, CITY agrees to waive CITY permitting fees that would otherwise apply. COM or its agents will make all required permitting applications.

18. COM agrees that it shall comply with all the requirements of the State of

Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13-1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof.

19. By signing this contract, COM 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

Community of Mobile, Inc.
By: Lewis E. Beville

Its Authorized Agent

STATE OF ALABAMA)
COUNTY OF MOBILE)

LEWIS E. BEVILLE the undersigned Notary Public, in and for said County in said State, hereby certify that whose name as AUTHORIZED AGENT of Community of Mobile, Inc., a non-profit corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, (s)he, as such officer 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 this the 15th day of May, 2024.

Sabrina Taylor
(SEAL)
Notary Public

State of Alabama At-Large

My Commission Expires: _____



City of Mobile
William Stimpson

William Stimpson
Mayor

ASSISTANT

Attested by City Clerk:

Lana Papenbach

Date: 6/3/24

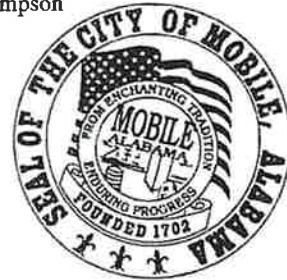


EXHIBIT A
SCOPE – THE UNDERPASS PROJECT

- 1) Site clearing, including tree removal
- 2) Site Grading
- 3) New sidewalks (except for the minor contiguous portion on southwest quadrant with good alignment and service integrity)
- 4) Any curb and gutter or street work pre-approved by CITY
- 5) New retaining walls and soil amendments
- 6) Landscaping, to include new shrubbery and ground cover
- 7) Automatic irrigation system
- 8) Power washing of concrete pillars, curb and gutters, pre-existing sidewalk that is not replaced and stairway on southwest quadrant.
- 9) Lighting/Electrical (if not cost prohibitive) – To include four CITY standard sidewalk lights, recessed downlights on retaining walls and flood lights upon rear landscaped areas.
- 10) A post-mounted bronze commemoration plaque (3' X 3' max size) located near inside edge of sidewalks at each entrance, listing the names of Underwriting Sponsors (gold/silver/bronze levels).
- 11) Ongoing maintenance and care of landscaping
- 12) Architectural renderings, detailed construction drawings and project supervision
- 13) Land survey by professional engineer and subsequent pinning of site
- 14) Acquire a policy of Railroad Protective Liability Insurance with limit of \$5,000,000, issued with Alabama Export Railroad as the Named Insured / Policyholder.

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmember Cory Penn

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 Amendment to Agreement, by and between the City of Mobile and the company listed below, for work as outlined in the Amendment to Agreement attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Community of Mobile, Inc.

Project Name: CIP Old Shell Road Overpass (Amendment to Agreement for Improvement of Public Right of Way) (D1) COM Project #2024-3005-15

Estimated Cost: \$25,000.00

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 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 Placer Labs Inc for one-year subscription to Placer.AI location analytics data services for Strategic Initiatives.

Amount of Contract:

\$35,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240826 Placer Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 3 September 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 Placer Labs Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Placer Labs Inc for one-year subscription to Placer.AI
location analytics data services for Strategic Initiatives.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$35,000.00

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: Professional service..

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>13580</u>	2024	(0590) OFFICE OF STRATEGIC INITIATIVE	ONE-YEAR SUBSCRIPTION TO PLACER.AI LOCATION ANALYTICS DATA SERVICES FOR STRATEGIC INITIATIVES (PROFESSIONAL SERVICE)	\$35,000.00	<u>(299238) PLACER LABS INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00013580-00 FY 2024
	Acct No:
	1000.10.05.0590.0590.0500.0000.0000.42200.
	Review:
	Buyer: 9105fola
	Status: Released
	Page 1
=====	=====

Vendor
 PLACER LABS INC
 440 N BARRANCA AVENUE #1277

 COVINA, CA 91723

 Tel#415-228-2444 ext 806

Ship To
 OFFICE OF STRATEGIC INITIATIVE
 205 GOVERNMENT STREET
 5TH FLR S TOWER, ROOM 532/533
 MOBILE, AL 36644
 JD@CITYOFMOBILE.ORG

Deliver To
 OFFICE OF STRATEGIC INITIATIVE
 205 GOVERNMENT STREET
 5TH FLR S TOWER, ROOM 532/533
 MOBILE, AL 36644

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Date Ordered	Vendor Number
08/12/24	299238
Date Required	Ship Via
08/23/24	
Terms	Department
	OFFICE OF STRATEGIC INITIAT
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
001 Data Service - See contract attachment. Vendor Item No.: 031414	1.00 EACH	35000.00000	35000.00
1 1000.10.05.0590.0590.0500.0000.0000.42200.			35000.00

Ship To
 OFFICE OF STRATEGIC INITIATIVE
 205 GOVERNMENT STREET
 5TH FLR S TOWER, ROOM 532/533
 MOBILE, AL 36644

Deliver To
 OFFICE OF STRATEGIC INITIATIVE
 205 GOVERNMENT STREET
 5TH FLR S TOWER, ROOM 532/533
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total 35000.00

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

Account	Amount	Remaining Budget
1000.10.05.0590.0590.0500.0000.0000.42200.	35000.00	2861.36
OFFICE OF STRATEGIC INITIA EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Queued	08/23/24	JAYSON DALESSANDRO	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 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 Savant Learning Systems DBA Virtual Academy one-year subscription renewal for virtual Peace Office training services for MPD.

Amount of Contract:

\$20,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240826 Savant Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 3 September 2024 Item No. _____
Date

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

Sponsored by: William S. Stimpson Mayor
Name 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 Savant Learning Systems DBA Virtual Academy

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Savant Learning Systems DBA Virtual Academy one-year
subscription renewal for virtual Peace Office training services for MPD .
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$20,000.00

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: Professional services.

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>13226</u>	2024	(1530) POLICE ADMIN SERVICES	ONE YEAR SUBSCRIPTION RENEWAL FOR VIRTUAL PEACE OFFICER TRAINING SERVICES FOR MPD (PROFESSIONAL SERVICE)	\$20,000.00	<u>(297293)</u> <u>SAVANT</u> <u>LEARNING</u> <u>SYSTEMS DBA</u> <u>VIRTUAL</u> <u>ACADEMY</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00013226-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor	Ship To
SAVANT LEARNING SYSTEMS DBA VIRTUAL ACAPOLICE HEADQUARTERS	2460 GOVERNMENT STREET
317 S LINDELL ST.	

MOBILE, AL 36606

MARTIN, TN 38237

Tel#7315144318

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/24	297293				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

RENEWAL VIRTUAL ACADEMY TRAINING ACCOUNTS TO INCLUDE: FULL CATALOG
-07/01/2021-08/01/2022; ALL TRAINING COURSES AVAILABLE AT TIME OF INVOICE;
***ALL NEW POST APPROVED TRAINING COURSES IMPLEMENTED DURING THE INVOICE
PERIOD LISTED ABOVE ***DIGITAL DOCUMENT REPOSITORY ***COMMUNICATION MODULE
***24/7 TECH SUPPORT ***IMPLEMENTAITON TRAINING AND GUIDES CUSTOMIZED,
BRANDED TRAINING WEBSITE. INVOICE: VA12906

001	VIRTUAL ACADEMY APOSTC APPROVED TRAINING. THIS REPLACES AELECTS TRAINING.	500.00	40.00000	20000.00
	TO INCLUDE: FULL CATALOG	EACH		
	-08/01/2024-08/01/2025; ALL			
	TRAINING COURSES AVAILABLE AT TIME			
	OF INVOICE; ***ALL NEW POST			
	APPROVED TRAINING COURSES			
	IMPLEMENTED DURING THE INVOICE			
	PERIOD LISTED ABOVE ***DIGITAL			
	DOCUMENT REPOSITORY			
	***COMMUNICATION MODULE ***24/7			
	TECH SUPPORT ***IMPLEMENTAITON			
	TRAINING AND GUIDES CUSTOMIZED,			
	BRANDED TRAINING WEBSITE RENEWAL			
1	1000.30.15.1530.1530.1530.0000.0000.42110.			20000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013226-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42110. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor SAVANT LEARNING SYSTEMS DBA VIRTUAL 317 S LINDELL ST. MARTIN, TN 38237 Tel#7315144318	Ship To ACAPOLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/24	297293				POLICE ADMIN SERVICES

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

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Requisition Total	20000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.42110.		
POLICE ADMIN SERVICES EXP	20000.00	1839721.85
DUES & SUBSCRIPTION		

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

Activity	Date	Clerk	Comment
Approved	08/22/24	DONALD ROSE	Approved by: 9105fo1a
Approved	08/22/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/22/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	08/22/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	08/22/24	JOHN PAINE	Auto approved by: 910516727
Approved	08/22/24	MICHAEL SPAFFORD	Auto approved by: 910516727

=====	=====
Bill To	Requisition 00013226-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.42110.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor	Ship To
SAVANT LEARNING SYSTEMS DBA VIRTUAL ACAPOLICE HEADQUARTERS	2460 GOVERNMENT STREET
317 S LINDELL ST.	
	MOBILE, AL 36606
MARTIN, TN 38237	
Tel#7315144318	

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

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Date Ordered	Vendor Number
08/01/24	297293
Date Required	Ship Via
Terms	Department
	POLICE ADMIN SERVICES
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 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 Faro Technology for three-year subscription renewal for Faro Scene 3D visualization software and equipment support services for MPD.

Amount of Contract:

\$16,280.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240826 Faro Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 September 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 Faro Technology

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Faro Technology for three-year subscription renewal for
Faro Scene 3D visualization software and equipment support services for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,280.00

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, portions bid exempt as software and sole source.

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>13556</u>	2024	(1530) POLICE ADMIN SERVICES	THREE-YEAR SUBSCRIPTION RENEWAL FOR FARO SCENE 3D VISUALIZATION SOFTWARE AND EQUIPMENT SUPPORT SERVICES FOR MPD (PRICE BELOW BID REQUIREMENT, BID EXEMPT AS SOFTWARE)	\$16,280.00	<u>(295540) FARO TECHNOLOGY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013556-00 FY 2024 Acct No: 1000.30.15.1530.1538.1530.0000.0000.42110. Review: Buyer: 9105fola Status: Approved
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Page 1

Vendor
 FARO TECHNOLOGY
 250 TECHNOLOGY PARK

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

LAKE MARY, FL 32746

MOBILE, AL 36606

Tel#866-869-8079

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	295540				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA CODE: 41-16-51(a)(8) SOFTWARE EXEMPTION.

3 YEAR RENEWAL PER QUOTATION NO:02202203.
 CONTRACT DATE: 10/01/2024 - 09/30/2024.

ORIGINAL PURCHASE (PO #190177388) PER GSA SCHEDULE 84 GS-07F-197GA
 9/29/17-9/28/22

001 SCENE MAINT - 3Y RENEWAL CONTRACT DATE: 10/01/2024 - 09/30/2027 997072391243346125 ITEM:SMAR0900-3Y Vendor Item	1.00	2750.00000	2750.00
	EACH		

1 1000.30.15.1530.1538.1530.0000.0000.42110.	2750.00
--	---------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013556-00 FY 2024 Acct No: 1000.30.15.1530.1538.1530.0000.0000.42110. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor FARO TECHNOLOGY 250 TECHNOLOGY PARK LAKE MARY, FL 32746 Tel#866-869-8079	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
---	--

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	295540				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
002	FARO ZONE 3D EXPERT MAINTENANCE RENEWAL 3Y ZONE 3D EXPERT ANNUAL MAINTENANCE RENEWAL INCLUDES PRODUCT UPDATES AND UPGRADES (AS AVAILABLE), INCLUDING TOP TIER TECHNICAL SUPPORT FOR THREE YEARS. CUSTOMER MUST BE ON THE MOST CURRENT SOFTWARE RELEASE TO PURCHASE THE PLAN. CONTRACT DATE: 10/01/2024 - 09/30/2027 2129181836 ITEM NUMBER: SMAR51007-3Y Vendor Item	1.00 EACH	2310.00000	2310.00

1 1000.30.15.1530.1538.1530.0000.0000.42110. 2310.00

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

003	FOCUS STANDARD COMPLETE CARE - 3YEAR RENEWAL COMPLETE CARE COVERAGE FOR FOCUS STANDARD SCANNERS. INCLUDES PARTS AND LABOR	1.00 EACH	11220.00000	11220.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013556-00 FY 2024 Acct No: 1000.30.15.1530.1538.1530.0000.0000.42110. Review: Buyer: 9105fola Status: Approved
--	---

Page 3

Vendor
 FARO TECHNOLOGY
 250 TECHNOLOGY PARK

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

LAKE MARY, FL 32746

Tel#866-869-8079

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	295540				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
FOR REPAIRS AND ANNUAL CLEANING AND CALIBRATION. THREE YEAR RENEWAL. CONTRACT DATE: 10/01/2024 - 09/30/2027 LLS081915613 ITEM NUMBER: SV2-SCNB-3Y-R Vendor Item			

1 1000.30.15.1530.1538.1530.0000.0000.42110.	11220.00
--	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Requisition Link

Requisition Total	16280.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1538.1530.0000.0000.42110.	16280.00	1839721.85
INVESTIGATIVE SVC DIV EXP		
DUES & SUBSCRIPTION		

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013556-00 FY 2024 Acct No: 1000.30.15.1530.1538.1530.0000.0000.42110. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor FARO TECHNOLOGY 250 TECHNOLOGY PARK LAKE MARY, FL 32746 Tel#866-869-8079	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	295540				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/22/24 DONALD ROSE		Approved by: 9105fola	
Approved	08/22/24 SANDRA LEWIS		Auto approved by: 910516727	
Approved	08/22/24 STEVEN KRONINGER		Auto approved by: 910516727	
Approved	08/22/24 SAMANTHA COOLEY		Auto approved by: 910516727	
Approved	08/22/24 ANNE FOLEY		Auto approved by: 910516727	
Approved	08/22/24 JOHN PAINE		Auto approved by: 910516727	
Approved	08/22/24 MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
 Signature

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor
Cory Penn, Councilmember
Joel Daves, Councilmember
Gina Gregory, Councilmember

Purpose and Scope of Project:

To provide additional Professional Engineering Services

Amount of Contract:

\$68,011.00

Funding Source

G-STPM7553

ATTACHMENTS:

1. 21-860-2024

REVIEWERS:

Tiereney Leverette
Lana Gauthier

RESOLUTION

21-860

2024

Sponsored by: Mayor William S. Stimpson
Councilor District 1, Cory Penn
Councilor District 5, Joel Daves
Councilor District 7, Gina Gregory

WHEREAS, the City entered into a contract dated September 25, 2018 with Mott MacDonald Alabama, LLC for engineering services on the project known as Dauphin Street (from Sage Avenue to west of I-65 at Springhill Memorial Hospital) Project, City of Mobile Project No. 2018-3005-26, ALDOT Project No. STPMB-7533(601); and

WHEREAS, the design fee cost is to be shared between the City of Mobile (20%) and the Federal Highway Administration (FHWA) – Federal Aid funds (80%); and

WHEREAS, the Contract amount for the engineering services are based on fee negotiations between the City of Mobile & Alabama Department of Transportation with Mott MacDonald Alabama, LLC; and whereas, the current contract amount includes the original contract and Supplemental Agreement (No. 1) and totals \$863,960.00; and

WHEREAS, the contract provides on Page 3, Exhibit C that additional services may become necessary or desirable and “payment for extra work will be negotiated by supplemental agreement”, and Supplemental Agreement (No. 2), approved by the Alabama Department of Transportation, for professional engineering fees for design to adjust the amount of compensation to Mott MacDonald Alabama, LLC was negotiated, thereby increasing professional engineering fees by \$68,011.00 to a total of \$931,971.00;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of \$68,011.00, for a total of \$931,971.00, to be paid to Mott MacDonald Alabama, LLC for engineering services on the Dauphin Street (from Sage Avenue to west of I-65 at Springhill Memorial Hospital) Project.

Adopted:

City Clerk

CONTRACT AMENDMENT

PROJECT NAME: Dauphin Street (from Sage Avenue to west of I-65 at Springhill Memorial Hospital)

PROJECT NO: STPMB-7533(601); 2018-3005-26

TERMS: Mott MacDonald Alabama, LLC is hereby authorized, subject to the provisions of your contract for this project dated September 25, 2018 to provide additional Professional Engineering Services (the scope of which is set out in the Request for Supplemental Fees attached hereto) not to exceed \$68,011.00. Agreement is hereby extended to December 31, 2025 to provide time for completion of services.

Original Contract Amount:	\$687,752.00 (City 20% share: \$137,550.40)
Previous Contract Amendment (SA 1):	\$176,208.00 (City 20% share: \$ 35,241.60)
Previous Revised Contract Amount:	\$863,960.00 (City 20% share: \$172,792.00)
This Contract Amendment (SA 2):	\$ 68,011.00 (City 20% share: \$ 13,602.20)
Revised Contract Amount this date:	\$931,971.00 (City 20% share: \$186,394.20)

City of Mobile, A Municipal Corporation

By: _____
William S. Stimpson, Mayor

Attest By: _____
City Clerk

Name: _____

Mott MacDonald Alabama, LLC

By: _____

Name: _____

Title: _____

STATE OF ALABAMA }

COUNTY OF MOBILE }

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

Given under my hand and official seal of office this the ____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____



CAPITAL CONTRACT SUMMARY SHEET

C#5079



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 2024

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Nicholas Amberger

Sponsored by:

Benjamin Reynolds, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Non-Exclusive Access Easement and Right of Way Agreement for ingress, egress and utilities, as needed for access to 4231 Shipyard Road, Mobile, AL 36619.

Amount of Contract:

\$10,000.00

Funding Source

C0983-2000-48040

ATTACHMENTS:

1. Resolution Access Easement-Creekline
2. Agreement SIGNED ROW to COM 2024
3. CAPITAL SUM SIGNED Creekline Access

REVIEWERS:

Tiereney Leverette
Lana Gauthier

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk, and they hereby are, hereby authorized and directed to execute and attest, respectively for and on behalf of the City of Mobile, the Non-Exclusive Access Easement and Right of Way Agreement for public access to Halls Mill Creek via Shipyard Road. Said agreement between CREEKLINE, INC. and the City of Mobile for and in consideration of the sum of TEN THOUSAND AND NO/00 (\$10,000.00) DOLLARS, as needed as a right of way easement for vehicular and pedestrian ingress and egress, and the installation and maintenance of utility, drainage, and sewer fixtures and facilities.

BE IT FURTHER RESOLVED THAT:

SAID documents being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

NON-EXCLUSIVE ACCESS EASEMENT AND RIGHT OF WAY AGREEMENT

THIS CONVEYANCE of NON-EXCLUSIVE ACCESS EASEMENT AND RIGHT OF WAY is made and entered into by and between **CREEKLINE, INC., an Alabama corporation, as Grantor, and the CITY OF MOBILE, a municipal corporation, as Grantee, to wit:**

FOR AND IN CONSIDERATION of the sum of Ten Thousand and No/100 (\$10,000.00) Dollars, undersigned paid by Grantee, together with other good and valuable consideration, including the covenant and promise of the Grantee to the Grantor set forth hereinafter, the receipt and sufficiency whereof is hereby acknowledged, the undersigned Grantor does hereby grant, bargain, donate and convey to Grantee, its successors, assigns, invitees and licensees, the following described perpetual non-exclusive access easement and right-of-way, to be used for the purposes and in the manner hereinafter set forth, to-wit:

RIGHT-OF-WAY AND EASEMENT
FOR INGRESS, EGRESS AND UTILITIES

A perpetual, non-exclusive right-of-way and non-exclusive access easement appurtenant to and running with the land of the Grantee for vehicular and pedestrian ingress and egress and for the installation and maintenance of utility, drainage and sewer fixtures and facilities, together with the right to construct, install, operate and maintain all such fixtures and facilities and to construct, install, operate and maintain all such equipment, fixtures, facilities and appurtenances as shall be necessary in connection with the installation and maintenance of public and/or private utilities over, along and under the following described lands:

COMMENCING AT A POINT WHERE THE EAST AND WEST HALF SECTION LINE OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA INTERSECTS THE WEST LINE OF THE L&N RAILROAD RIGHT-OF-WAY (100' R/W); THENCE RUN NORTH 28°-42'-16" EAST ALONG SAID WEST LINE A DISTANCE OF 2,788.27 TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED ACCESS EASEMENT; THENCE RUN NORTH 61°-14'-08" WEST A DISTANCE OF 77.78 FEET TO THE EAST RIGHT-OF-WAY LINE OF SHIPYARD ROAD (VARIABLE R/W); THENCE RUN NORTH 28°-42'-40" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 60.00 FEET TO A CRIMP TOP PIPE; THENCE RUN SOUTH 61°-14'-08" EAST A DISTANCE OF 77.77 FEET TO A CRIMP TOP PIPE ON THE WEST RIGHT-OF-WAY LINE OF SAID L&N RAILROAD; THENCE RUN SOUTH 28°-42'-16" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 0.11 ACRE, MORE OR LESS.

which shall be appurtenant to and shall run with the land of the Grantee described in Exhibit "A" attached hereto.

TOGETHER with all and singular the rights and privileges necessary for the full use and enjoyment of the right-of-way and easements hereby conveyed to Grantee.



AND CITY OF MOBILE, within City of Mobile standards, covenants, agrees and promises to pave the gravel portion of Shipyard Road from its intersection with Crown Drive, north to the above described access and utilities easement within 24 months of the date of acquisition by the City of Mobile of the property described in Exhibit "A", without cost to the Grantor, subject to the improvements being included in the PayGo program and approved by referendum if the development extends into 2025. CITY OF MOBILE will also upgrade and improve the railroad crossing access located between the above described access easement and the property described in Exhibit "A", as needed, in conjunction with CSX Transportation.

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

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative as of the 28th day of May 2024.

CREEKLINE, INC.

BY:

WILLIAM M. LYON, JR.

ITS: President

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared WILLIAM M. LYON, JR., whose name as President of CREEKLINE, INC., a corporation, is signed to the foregoing Instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he, in his capacity aforesaid, executed the same voluntarily and with full authority on behalf of said corporation.

Given under my hand and seal on this the 28 day of May, 2024.

Betina K. Bailey
Notary Public

My Commission expires:

09/22/2026



Alabama State At Large
Notary Public
Betina K Bailey
My Commission Expires 09/22/2026

CITY OF MOBILE

BY: _____
WILLIAM S. STIMPSON
Its Mayor

ATTEST:

BY: _____
LISA C. LAMBERT
Its City Clerk

This Instrument Prepared By:
Pierce Ledyard Johnston, PC
3801 Airport Boulevard
Mobile, AL 36608

EXHIBIT "A"

COMMENCING AT A POINT WHERE THE EAST AND WEST HALF SECTION LINE OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA INTERSECTS THE WEST LINE OF THE L&N RAILROAD RIGHT-OF-WAY (100' R/W); THENCE RUN NORTH 28°-42'-16" EAST ALONG SAID WEST LINE A DISTANCE OF 3.054.65 FEET; THENCE RUN SOUTH 61°-17'-56" EAST A DISTANCE OF 100.35 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST RIGHT-OF-WAY LINE OF SAID RAILROAD RIGHT-OF-WAY, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE RUN SOUTH 28°-42'-04" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 198.55 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN NORTH 68°-05'-28" EAST A DISTANCE OF 373.43 FEET TO A CRIMP TOP PIPE; THENCE RUN SOUTH 82°-20'-28" EAST A DISTANCE OF 17.95 FEET TO A CAPPED REBAR (WATTIER); THENCE CONTINUE SOUTH 82°-20'-28" EAST A DISTANCE OF 39 FEET, MORE OR LESS, TO THE MEAN HIGH TIDE LINE OF HALLS MILL CREEK; THENCE RUN NORTHWARDLY ALONG THE MEAN HIGH TIDE LINE OF HALLS MILL CREEK A DISTANCE OF 1,654 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF SAID L&N RAILROAD; THENCE RUN SOUTH 28°-42'-04" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 276 FEET, MORE OR LESS, TO A CAPPED REBAR (WATTIER) (SAID CAPPED REBAR (WATTIER) BEING NORTH 03°-57'-35" EAST 606.18 FEET FROM THE LAST MENTIONED CAPPED REBAR (WATTIER)); THENCE CONTINUE SOUTH 28°-42'-04" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 647.00 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 4.81 ACRES AND IS THE SAME PARCEL DESCRIBED AS PARCEL "A" IN THE STATUTORY WARRANTY DEED RECORDED IN LAND RECORD BOOK 7683, PAGE 341 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Halls Mill Creek Easement Acquis.

CAPITAL PROJECT # C0983 DATE OF RECEIPT _____

DEPT. PROJECT # RE-HM-0001-2024

PROJECT DESCRIPTION : Acquire Access Easement adn Right-of-Way

Agreement, for Halls Mill Creek Public Access Project, from Creekline, Inc.

CONTRACT AMOUNT \$ 10,000.00

VENDOR NAME Creekline, Inc.

VENDOR NUMBER 299296

DEPT # 3038 DEPT NAME Real Estate

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	<u>ROW (Acquisitions)</u>	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

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

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

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

Prepared by: [Signature] Date 8/19/2024

Revised 5/16/2022 Tiffany Hollins



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Naude Gouws

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Gouws

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 Naude Gouws, 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



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Tracy Driscoll

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Driscoll

REVIEWERS:

Tiereney Leverette

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Negotiated Settlement Agreement arising out of the claim of Wanda Hawkins

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Negotiated Settlement Agreement - Hawkins

REVIEWERS:

Tiereney Leverette

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Negotiated Settlement Agreement arising out of the claim of Wanda Hawkins, as outlined in the Negotiated Settlement Agreement. A copy of said settlement agreement is on file in the Office of the City Clerk.

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 Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 1480 Satchel Paige Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 6, 2024**, a public hearing will be held on the **10th** day of **September**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 1480 Satchel Paige Drive.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on October 6, 2022 to allow multiple buildings on a single building site with shared access and parking on property located at 1480 Satchel Paige Drive and described as follows:

LOT 16 ACCORDING TO THE MAP OF MCGOWIN PARK SUBDIVISION AS RECORDED IN MAP BOOK 130, PAGE 35 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on May 13, 2024 allowing multiple buildings on a single building site with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on July 18, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;

5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating that future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;
11. Compliance with all Urban Forestry comments noted in the staff report;
12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;

4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating that future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;
11. Compliance with all Urban Forestry comments noted in the staff report;
12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 14th day of August, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 1480 Satchel Paige Drive. The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on October 6, 2022. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on a single building site with shared access and parking. If approved, the major modification allowing multiple buildings on a single building site with shared access and parking is subject to the following proposed conditions: 1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC; 2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9; 3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public; 4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC; 5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC; 6. Revision of the site plan to illustrate the utility and Alabama Power Company easements; 7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder; 8. Provision of a note on the site plan stating that future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council; 9. Compliance with all Engineering comments noted in the staff report; 10. Compliance with all Traffic Engineering comments noted in the staff report; 11. Compliance with all Urban Forestry comments noted in the staff report; 12. Compliance with all Fire Department comments noted in the staff report; 13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 14. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on October 6, 2022 to allow multiple buildings on a single building site with shared access and parking on property located at 1480 Satchel Paige Drive and described as follows:

LOT 16 ACCORDING TO THE MAP OF MCGOWIN PARK SUBDIVISION AS RECORDED IN MAP BOOK 130, PAGE 35 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on May 13, 2024 allowing multiple buildings on a single building site with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on July 18, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating that future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;
11. Compliance with all Urban Forestry comments noted in the staff report;

12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;

7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating that future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;
11. Compliance with all Urban Forestry comments noted in the staff report;
12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Owen Barry, NF V Acquisitions, LLC
1480 Satchel Paige Drive
Council District 4
Ben Reynolds



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

July 31, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on July 18, 2024 considered the request of Owen Barry, NF V Acquisitions, LLC for a Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on a single building site with shared access and parking for the property located at 1480 Satchel Paige Drive.

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

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating that future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;

11. Compliance with all Urban Forestry comments noted in the staff report;
12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Bert Hoffman
Deputy Director, Long Range Planning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 19, 2024

Owen Barry
NF V Acquisitions
3424 Peachtree Road, N.E.
Suite 2000
Atlanta, Georgia 30326

Re: 1480 Satchel Paige Drive
MOD-002949-2024
Owen Barry, NF V Acquisitions, LLC
District 4
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking.

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

At its meeting on July 18, 2024, the Planning Commission considered the above referenced application.

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

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3- 12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating that future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
9. Compliance with all Engineering comments noted in the staff report;
10. Compliance with all Traffic Engineering comments noted in the staff report;
11. Compliance with all Urban Forestry comments noted in the staff report;
12. Compliance with all Fire Department comments noted in the staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$620.54**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

MOD-002949-2024 1480 Satchel Paige Drive
July 19, 2024

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Bert Hoffman

Deputy Director of Long Range Planning



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☒ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Owen Berry	Owen Berry
Firm:	NF V Acquisitions, LLC	NF V Acquisitions, LLC
Phone:	404-682-1920	404-682-1920
Email:	owen.berry@nobleinvestment.com	owen.berry@nobleinvestment.com
Address:	3424 Peachtree Rd., N.E., Suite 2000, Atlanta, GA 30326	3424 Peachtree Rd., N.E., Suite 2000, Atlanta, GA 30326

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

Monday, Tuesday, Thursday, Friday: 8 am - 5 pm; Wednesday: 8 am - 1 pm

Revised February 2023

	Owner	Design Professional
Name:	McGowin Park, LLC	Paul Lawler
Firm:		Bowman Consulting Group
Phone:	423-362-5038	980-446-3336
Email:	jdarnell@hutton.build	plawler@bowman.com
Address:	736 Cherry Street, Chattanooga, TN 37402	10130 Perimeter Parkway, Suite 100, Charlotte, NC

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

Satchel Paige Drive, Mobile, AL 36606, legally described as Lot 16 shown on the plat recorded in MBK 130, PG 35 2.57-Acres
 Property Address 2909510012006.016 Property Area (acres or square feet)
 Parcel Number(s) or Key Number(s) B-3 McGowin Park PUD N/A - Requesting Modification to Approved PUD Site Plan
 Present Zoning or Transect District Proposed Zoning or Transect District (If applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

By: McGowin Park, LLC [Signature] 5/10/2024
 Owner Signature Date
 Owen Berry Digitally signed by Owen Berry
Date: 2024.05.08 12:22:49 -0400 5/8/2024
 Applicant or Agent Signature (If applicable) Date

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

Owen Berry Digitally signed by Owen Berry
Date: 2024.05.08 12:22:49 -0400 5/8/2024
 Applicant or Agent Signature Date
Agent's Authorization is subject to the Purchase and Sale Agreement dated April 17, 2024 between McGowin Park, LLC and NF V Acquisitions, LLC

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 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

The proposed hotel development aligns with the City of Mobile's Comprehensive Plan by providing accommodations for tourists as well as those who live and work in Mobile. The proposed development is also in keeping with the intent of the McGowin Park PUD which aligned with the City's Comprehensive Plan, to create strategic infill development with concentrated activity and a mix of uses that serve the needs of the community through retail, restaurant, accommodation and amenity uses. The development will be integrated into the fabric of McGowin Park with interconnected sidewalks that provide safe and accessible access for pedestrians.

District Center

Future Land Use Map (FLUM) Designation

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

The McGowin Park PUD was designed and approved as a retail and amenity destination for the greater Mobile area residents and visitors. Notwithstanding the adjacent and renowned Hank Aaron Stadium and museum, McGowin Park boasts a mix of other retail, including Costco and Dick's Sporting Goods, restaurants, TopGolf and hotels, including the Home2Suites and Tru by Hilton. The proposed Marriott StudioRes all-suites hotel would assimilate seamlessly into the existing neighborhood fabric and provide alternative, quality accommodations to those visiting, and moving, to the greater Mobile area.

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

The proposed development is on a corner lot (NW intersection of Satchel Paige Drive and Bolling Brothers Blvd) with a retention pond and undeveloped wooded lands to the rear. The proposed development will not impact any development or improvement of adjacent properties. The proposed development is self contained within its defined property lines and provides the required landscape buffers and setbacks along Satchel Paige Drive and Bolling Brothers Boulevard.

4. Does the site design include adequate public facilities and utilities? ☐ Yes ☒ No
5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

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Revised February 2023

6. Please provide the following information:

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

The proposed development will consist of the development of a current 2.57-acre vacant site, to a 124-room, 4-story, 45'8"-tall Marriott StudioRes hotel.

The hotel building will be surrounded by parking, drive aisles and landscape improvements on all four sides.

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

Landscaping will be provided along the E and W building elevations and on all sides of the site perimeter. The landscaping will consist of low shrubs at the building perimeter and a mix of low shrubs and new tree plantings at the site perimeter and parking islands.

- ☐ Lighting:

Parking lot pole-mounted lighting will be provided.

- ☐ Hours of operation:

The hotel will operate 24/7

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

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
Not applicable to this project.

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

Aligning with the City of Mobile's Comprehensive Plan, the proposed development will aide in the City's growth by providing a quality and accessible short-term accommodation option to various individuals moving to, visiting and/or temporarily relocating to the Mobile area.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

PHASED WITH DEVELOPED.

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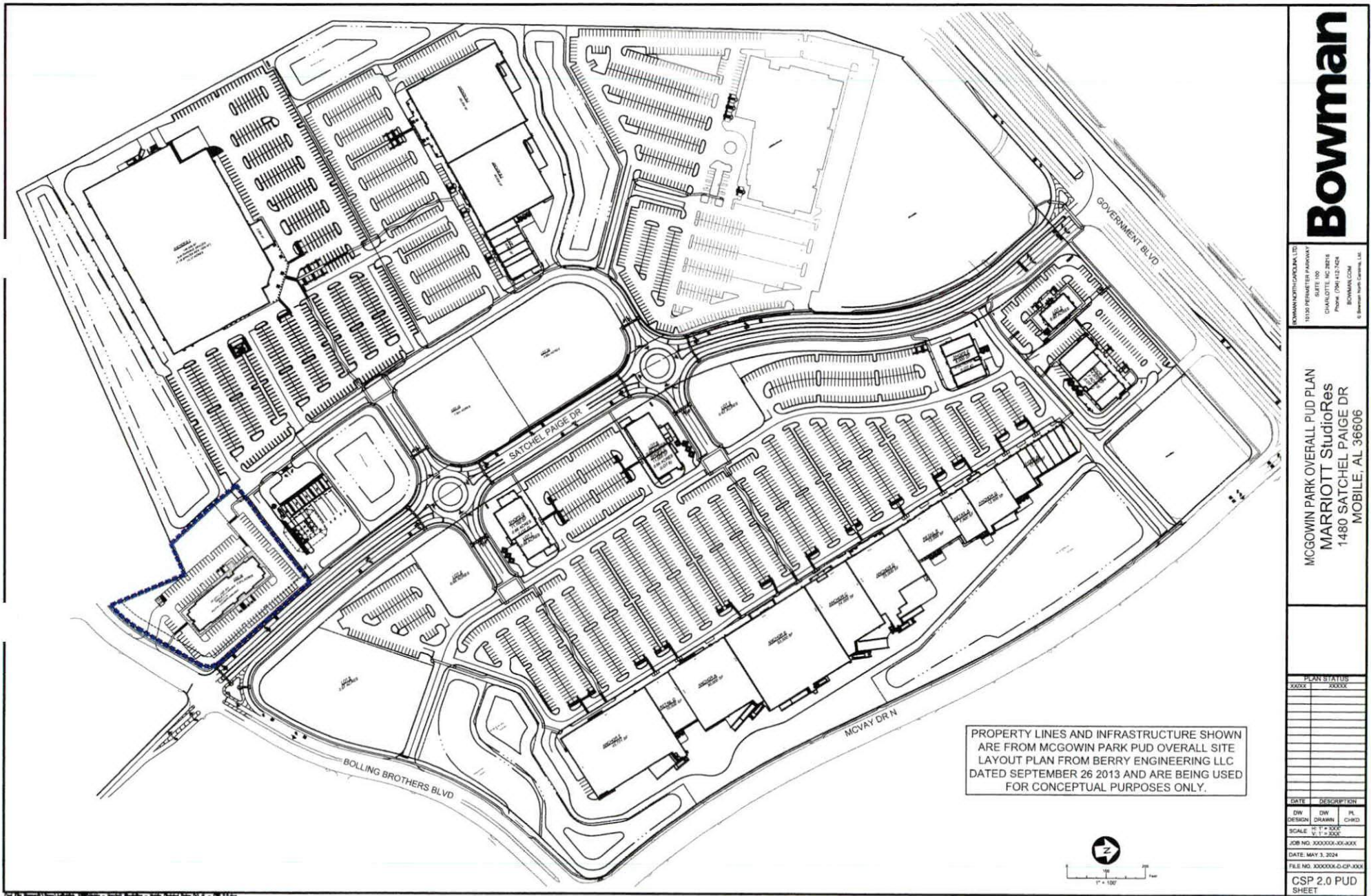
FROM 1. AS SHOWN ON PLAN FIND OTHER POSSIBLE EFFECTIVE DATE WORKS

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SATCHEL PAIGE DR
MOBILE, ALABAMA

THE HUTTON COMPANY
DBA MCGOWIN PARK LLC
736 CHERRY STREET
CHATTANOOGA, TN 37402

BERRY
ENGINEERS LLC
101 KORTH ST. WY. SUITE 101 TEL: (419) 943-0800
COLUMBUS, OHIO 43215



Bowman

BOWMAN NORTH CAROLINA, LLC
15130 PERIMETER PARKWAY
SUITE 100
CHARLOTTE, NC 28258
PHONE: 704-411-1000
BOWMAN.COM
© Bowman North Carolina, LLC

MCGOWIN PARK OVERALL PUD PLAN
MARRIOTT StudioRes
1480 SATCHEL PAIGE DR
MOBILE, AL 36606

PLAN STATUS
2/2024 1/2024

DATE	DESCRIPTION
DW	DW
DESIGN	DESIGN
SCALE	SCALE
JOB NO.	JOB NO.
DATE	DATE
FILE NO.	FILE NO.

CSP 2.0 PUD
SHEET

10130 PERIMETER PARKWAY
SUITE 100
CHARLOTTE, NC 28218
PHONE: (704) 412-7626
BOWMAN.COM
© Bowman North Carolina, Ltd.

MCGOWIN PARK OVERALL PUID PLAN
MARRIOTT StudioRes
1480 SATCHEL PAIGE DR
MOBILE, AL 36606

[illegible]



Corporate Letter of Authorization

I, Karen S. Hutton, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of McGowin Park LLC, a corporation for the property located within the city limits of Mobile, Alabama at ~~1405 Satchel Paige Dr. Mobile AL (Parcel ID: R022009540042000.016)~~ 2909510012006016 legally described as 20T16 McGowin Park MBK 130, Page 30. Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Owen Berry of NF V Acquisitions, LLC
Designee (1)

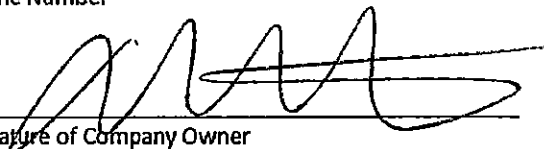
owen.berry@nobleinvestment.com
Email

404-682-1920
Phone Number

John Bianco of NF V Acquisitions, LLC
Designee (2)

John.bianco@nobleinvestment.com
Email

404-682-1905
Phone Number


Signature of Company Owner

4/26/2024
Date

* Designee's authorization is subject to the purchase and sale agreement dated April 17, 2024, between McGowin Park, LLC and NF V Acquisitions, LLC.



Plan Submission Contact Information

Name of Project Marriott StudioRes - Mobile McGowin Park
Address 1480 Satchel Paige Drive, Mobile, AL 36606 (Lot 16 McGowin Park)

Owner McGowin Park, LLC
Address 736 Cherry Street, Chattanooga TN Zip Code 37402
Phone 423-362-5038 Fax _____ Email jdarnell@hutton.build

Authorized Agent Owen Berry on behalf of NF V Acquisitions, LLC
Address 3424 Peachtree Rd., N.E., Suite 2000, Atlanta GA Zip Code 30326
Phone 404-682-1920 Fax _____ Email owen.berry@nobleinvestment.com

Contractor _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Paul Lawler on behalf of Bowman Consulting Group
Address 10130 Perimeter Parkway, Suite 100, Charlotte, NC Zip Code 28216
Phone 980-446-3336 Fax _____ Email plawler@bowman.com

Architect _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Submitted by:

Owen David Berry

Signature

5/8/2024

Date

Owen Berry

Print

NF V Acquisitions, LLC (Buyer/Developer of Parcel)

Affiliation to project/Organization



Commitment No. NCS-1216560-ATL

EXHIBIT A

The Land referred to herein below is situated in the County of Mobile, State of Alabama, and is described as follows:

LOT 16 ACCORDING TO THE MAP OF MCGOWIN PARK SUBDIVISION AS RECORDED IN MAP [BOOK 130, PAGE 35](#) IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50116601 (5-11-22)

Page 8 of 12

NF V Acquisitions, LLC

3424 Peachtree Rd., N.E.,
Suite 2000
Atlanta, GA 30326

COSTCO WHOLESALE CORP

1450 Tingle Cir W,
Mobile, AL 36606

MTH Group, LLC

115 Jackson St W,
Suite #2-D
Ridgeland, MS 39157

McGowin Properties, LLC

PO BOX 2265,
Mobile, AL 36652

Meredith Corporation

1501 Satchel Paige Drive
Mobile, AL 36606

MHC-Mobile 2 LLC

1468 Kimbrough Rd,
Suite 103
Germantown, TN 38138

THE IMPROVEMENT DISTRICT OF THE
CITY OF MOBILE ALABAMA - MCGOWIN
PARK PROJECT C/O RYAN LLC
38 WASHINGTON SQ
NEW PORT, RI 2840

J Darnell

c/o McGowin Park LLC
736 Cherry St
Chattanooga, TN 37402



Application Completeness Review

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

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

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

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

Applicant Name:	Owen Berry
Case #	MOD-2949-2024
Application Address	1480 Satchel Paige Dr
Deficiencies	Staff has completed its review of the above Major Modification of an Existing Planned Unit Development application. The following must be addressed before the application can be considered complete and placed on an agenda for review by the Planning Commission: 1.If you have not done so already, please provide the DWG AutoCAD file for the MOD Site Plan to our GIS staff (Marine has been copied here for your convenience); 2.All property owners included in the original PUD must be included in the MOD application. As such, please submit an Agent Authorization form from each owner authorizing yourself and/or NF V Acquisitions, LLC as to act as an authorized agent for the purposes of submitting a MOD application for review. Once all items have been addressed an invoice will be issued for the application fees to be processed. It is important to note that the application will not be considered complete until all of the above have been addressed and fees have been processed. If completed by no later than noon on Monday, May 20, 2024 the application will be considered complete and placed on the agenda for the June 20 Planning Commission meeting. If you are not able to meet the above deadline the application will be heldover until such time as it is made complete.

Reviewed By: Payton Rogers

Date: 05/16/2024

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023



Agenda Item # 8 MOD-002949-2024

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

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

1480 Satchel Paige Drive

Applicant / Agent:

Owen Barry, NF V Acquisitions, LLC

Property Owner:

McGowin Park, LLC

Current Zoning:

B-3, Community Business Suburban District

Future Land Use:

District Center

Applicable Codes, Policies, and Plans:

- Unified Development Code (UDC)
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Upon approval

Proposal:

- Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking.

Commission Considerations:

1. Modification of a previously approved Planned Unit Development with fourteen (14) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER	8	DATE	July 18, 2024
APPLICANT	Owen Barry, NF V Acquisitions, LLC		
REQUEST	PUD Modification		



SITE HISTORY

The site is part of McGowin Park, a mixed-use development which initially received Planning Approval by the Planning Commission in 1996 to allow construction of a baseball stadium and museum.

Rezoning of the property from R-1, Single-Family Residential District, to B-2, Neighborhood Business District, and B-3, Community Business District, was adopted by City Council at its April 9, 1996 meeting.

In December 2013 the Planning Commission approved a 20-lot subdivision of McGowin Park; however, the Final Plat was not presented for signatures and the approval subsequently expired.

In April 2014 the Planning Commission approved a 19-lot subdivision of McGowin Park, the plat for which was recorded in Mobile County Probate Court in May 2015.

The Planning Commission also approved the initial Planned Unit Development (PUD) of McGowin Park in April 2014, which allowed the construction of multiple buildings on a single building site, and shared access between multiple lots. The PUD has been amended multiple times to facilitate the development of additional lots within McGowin Park, as well as to incorporate a unique sign package allowing increased signage for businesses within the development. The most recent amendment was approved in October 2022 to allow redevelopment of one (1) of the lots within the PUD as a golf entertainment facility.

The subject site has remained undeveloped with each iteration of the PUD. It should be noted that PUDs are site plan-specific, any major modifications to which require review and approval by the Planning Commission and City Council, per Article 5, Section 64-5-8.B.2. of the Unified Development Code (UDC). The owner of the property now wishes to develop the site with a 124-room hotel, thus requiring further modification to the PUD site plan.

The site has not been the subject of any Board of Zoning Adjustment applications.

STAFF COMMENTS

Engineering Comments:

1. Provide an index of drawings for the five (5) plan sheets contained in the PUD Site Plan submittal.
2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
 - a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
 - b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
 - c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
 - d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This

Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

- e. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
- f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The site plan depicts development of Lot 16 of the McGowin Park Subdivision recorded in 2015 for use as a 124-room hotel. The site will be accessed by Bolling Brothers Boulevard, a public street within the McGowin Park PUD, as well what appears to be an extension of the private street, Tingle Circle West. Access is not proposed from Satchel Paige Drive. One (1) 13,530± square-foot, four (4) story building is proposed, along with a dumpster pad and enclosure.

The site requires one (1) off-street parking space per two (2) rooms per Article 3, Table 64-3-12.1 of the UDC. There are 126 off-street parking spaces illustrated on the site plan, which is more than adequate; and each parking space meets the minimum size requirements of Article 3, Section 64-3-12.A.3. for 90-degree parking stalls.

Development of the site requires the provision of parking lot lighting, which must meet the illumination standards of Section 64-3-9.C. of the UDC. A photometric plan will be required at the time of permitting to verify the site will comply with these requirements.

Seven (7) bicycle parking spaces are required and must meet the standards of Section 64-3-12.A.9. of the UDC. Compliance with these requirements should be illustrated on a revised site plan.

If the hotel will be equipped with conference facilities and/or a restaurant open to the public, off-street loading spaces will be required, the amount and size(s) of which will need to comply with Section 64-3-12.B. of the UDC and illustrated on a revised site plan. If no conference facilities or public restaurant are proposed, a note should be placed on the revised site plan stating as much.

Pedestrian walkways are proposed, and are illustrated connecting to the sidewalks proposed along Satchel Paige Drive and Bolling Brothers Boulevard, in compliance with Article 3, Section 64-3-3 of the UDC.

No elevation drawings were provided as part of this application, but it should be noted that the proposed building will need to include at least one feature from each of the following design categories, the details of which are found in Section 64-3-6 of Article 3 of the UDC: 1) Site Frontage; 2) Building Form – Height; 3) Building Form – Wall; and, 4) Architectural Feature.

The height of buildings in a B-3, Community Business Suburban District is limited to 45 feet, notwithstanding any height exceptions detailed in Article 3, Section 64-3-6.C.2.(c) of the UDC.

Section 64-2-14.E. of the UDC requires 16,789± square feet (15%) of the site to be landscaped, 10,073± square feet (60%) of which is required to be planted between the street-facing property line(s) and any building wall(s) facing the street. A table on the site plan indicates that 15% of the site will be landscaped, but no calculations are provided. No calculations are provided for any proposed frontage landscape area or tree plantings, either. While such information is not required to be depicted on the site plan for this application, the applicant should note that full compliance with the tree planting and landscape area provisions of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) will be required. A note stating as much should be placed on the revised site plan, and a tree and landscape area plan will be required at the time of permitting, and it must illustrate compliance with these provisions.

It should be noted that maintenance of all tree plantings and landscape area is the responsibility of the property owner. As such, the property owner is required to sign the tree and landscape plan acknowledging these requirements; or, the applicant may submit a notarized letter signed by the property owner with the same information.

A dumpster pad is illustrated on the site plan, and it appears it will be enclosed. Nevertheless, a note should be placed on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC.

There is a 15-foot wide utility easement along the North property line, and a 10-foot wide Alabama Power Company Easement along the East property line that are recorded on the subdivision plat, but are not illustrated on the site plan. Revision of the site plan to depict these easements should be required, and a note should be placed on the revised site plan stating no structures shall be built in any easement without permission from the easement holder.

No signage is depicted on the site plan, and no information regarding signage was provided to staff for review. All proposed signage for the site requires separate reviews by, and permits from, the Planning and Zoning Department. Illuminated signage also requires its design and construction to be completed by a licensed and bonded sign contractor, along with additional Electrical Permits from the Permitting Department.

If the site is not the subject of the aforementioned sign package that was approved as part of previous PUD approvals, then any proposed signage will need to comply with the Sign Provisions of Article 4, Section 64-4-14 of the UDC.

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

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

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

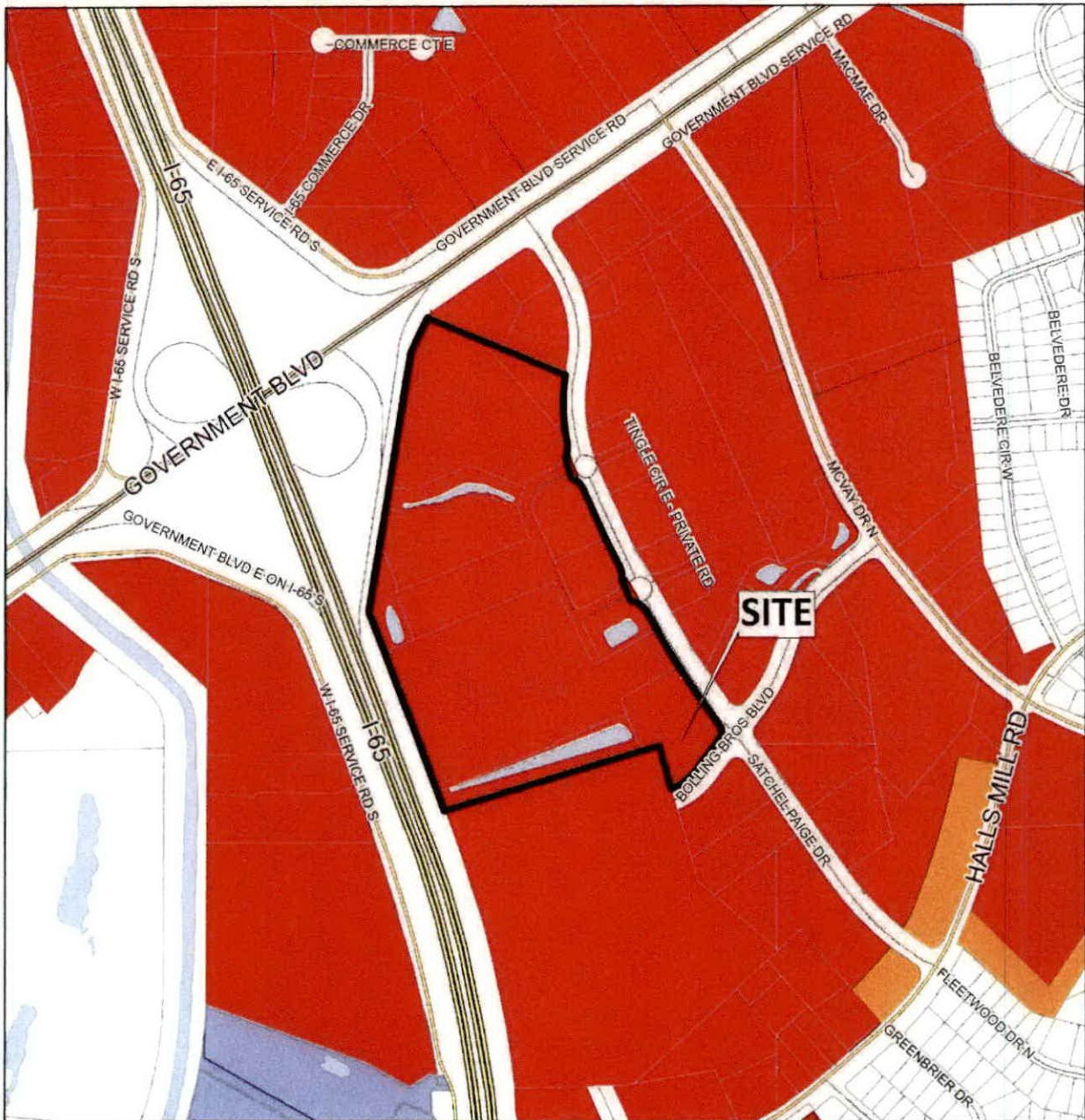
Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following conditions could apply:

1. Provision of a photometric plan at the time of permitting illustrating parking lot lighting will comply with the illumination standards of Section 64-3-9.C, and provision of a note on the site plan stating that the site will comply with Section 64-3-9.C of the UDC;
2. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;

3. Revision of the site plan to illustrate compliance with the off-street facilities standards of Section 64-3-12.B, or placement of a note on the site plan stating the hotel will have no conference facilities and no restaurant open to the public;
4. Provision of a note on the site plan stating the site shall comply with the tree planting and landscaping requirements of Article 3, Sections 64-3-7.A.2.(a) and 64-3-7.A.2.(b) of the UDC;
5. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
6. Revision of the site plan to illustrate the utility and Alabama Power Company easements;
7. Provision of a note on the site plan stating no structure shall be constructed in any easement without permission from the easement holder;
8. Provision of a note on the site plan stating that future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Provision of a revised site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
14. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



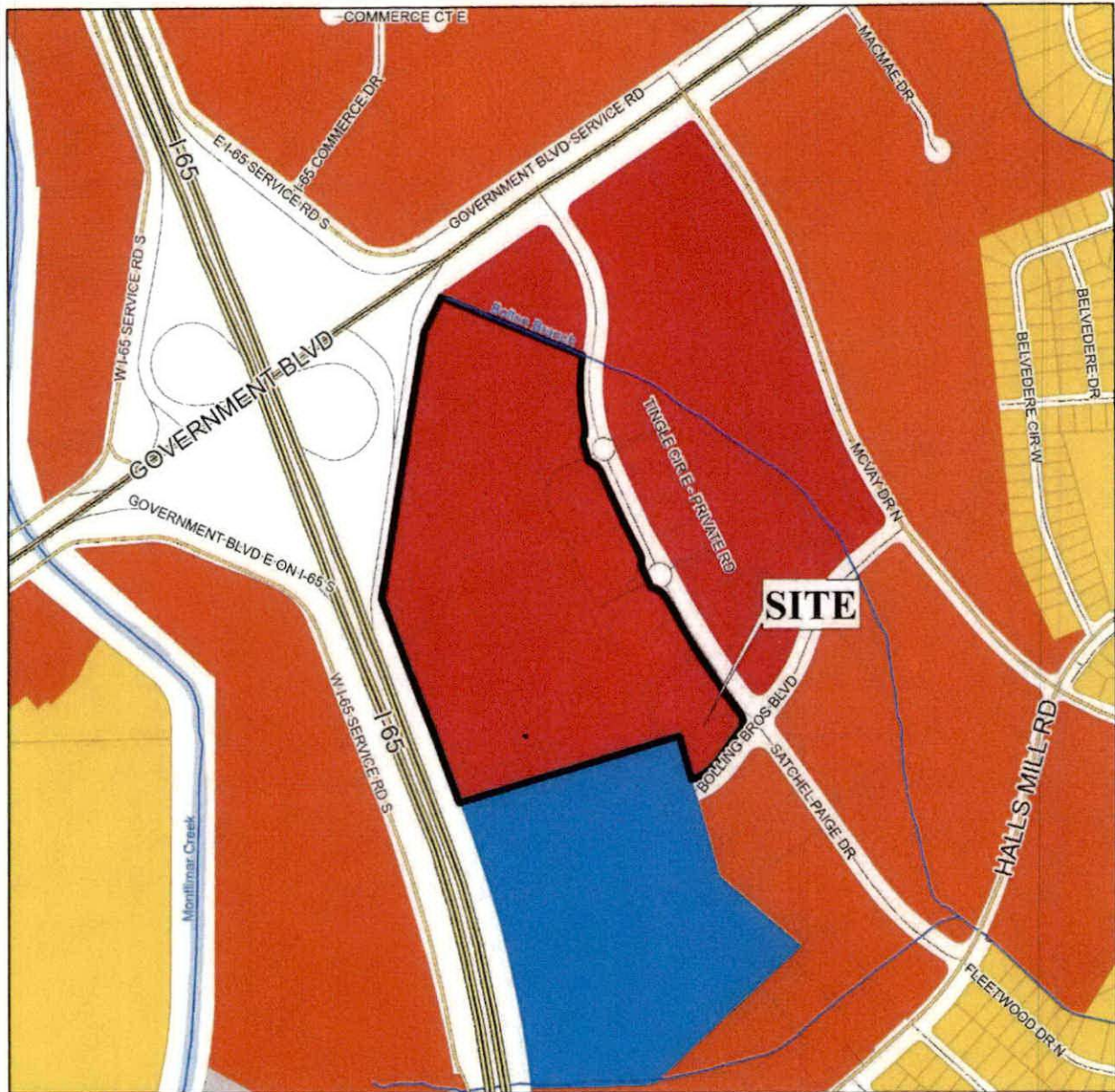
APPLICATION NUMBER 8 DATE July 18, 2024

APPLICANT Owen Barry, NF V Acquisitions, LLC

REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE July 18, 2024

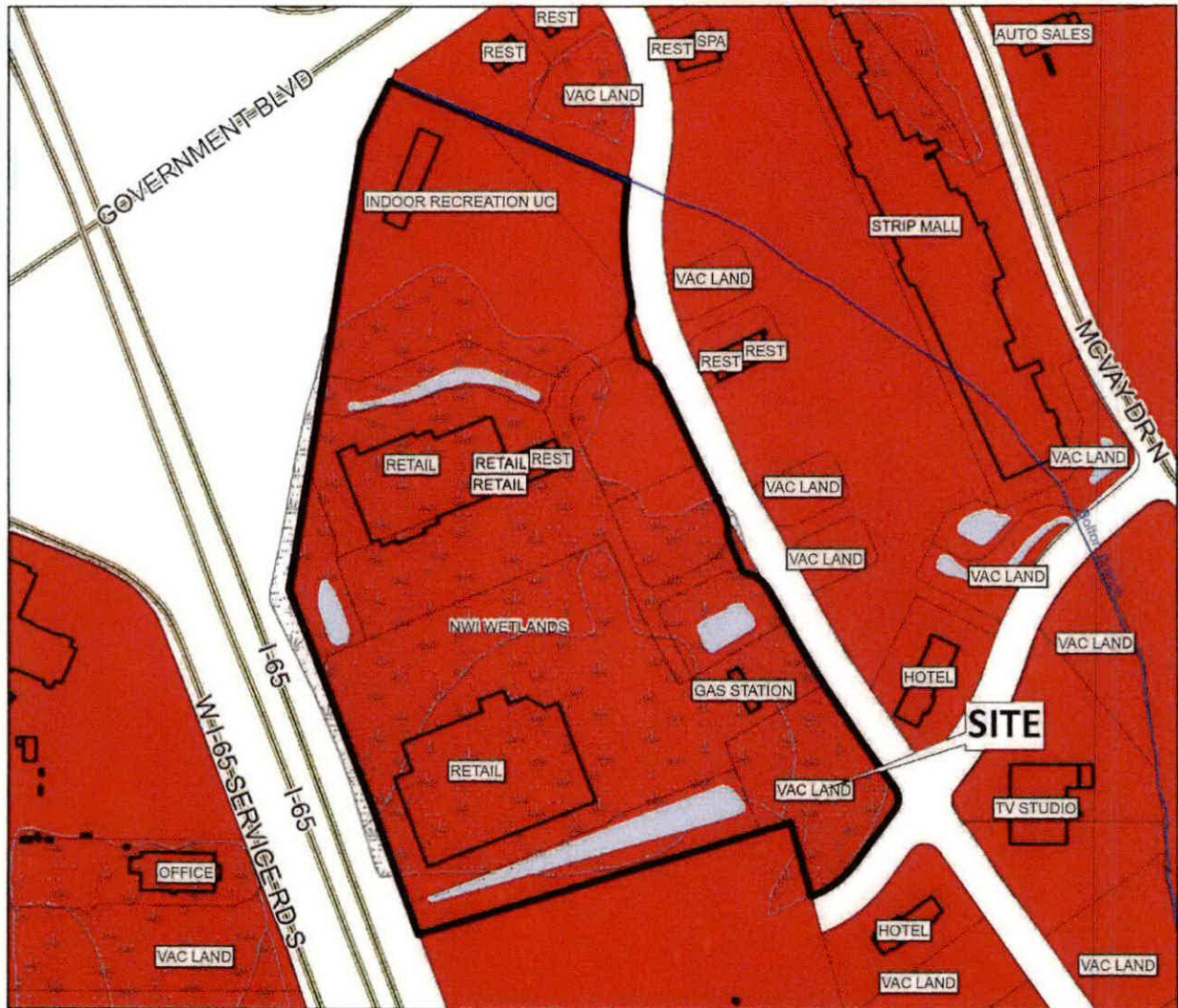
APPLICANT Owen Barry, NF V Acquisitions, LLC

REQUEST PUD Modification

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

N
NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 8 DATE July 18, 2024

APPLICANT Owen Barry, NF V Acquisitions, LLC

REQUEST PUD Modification

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



SITE PLAN



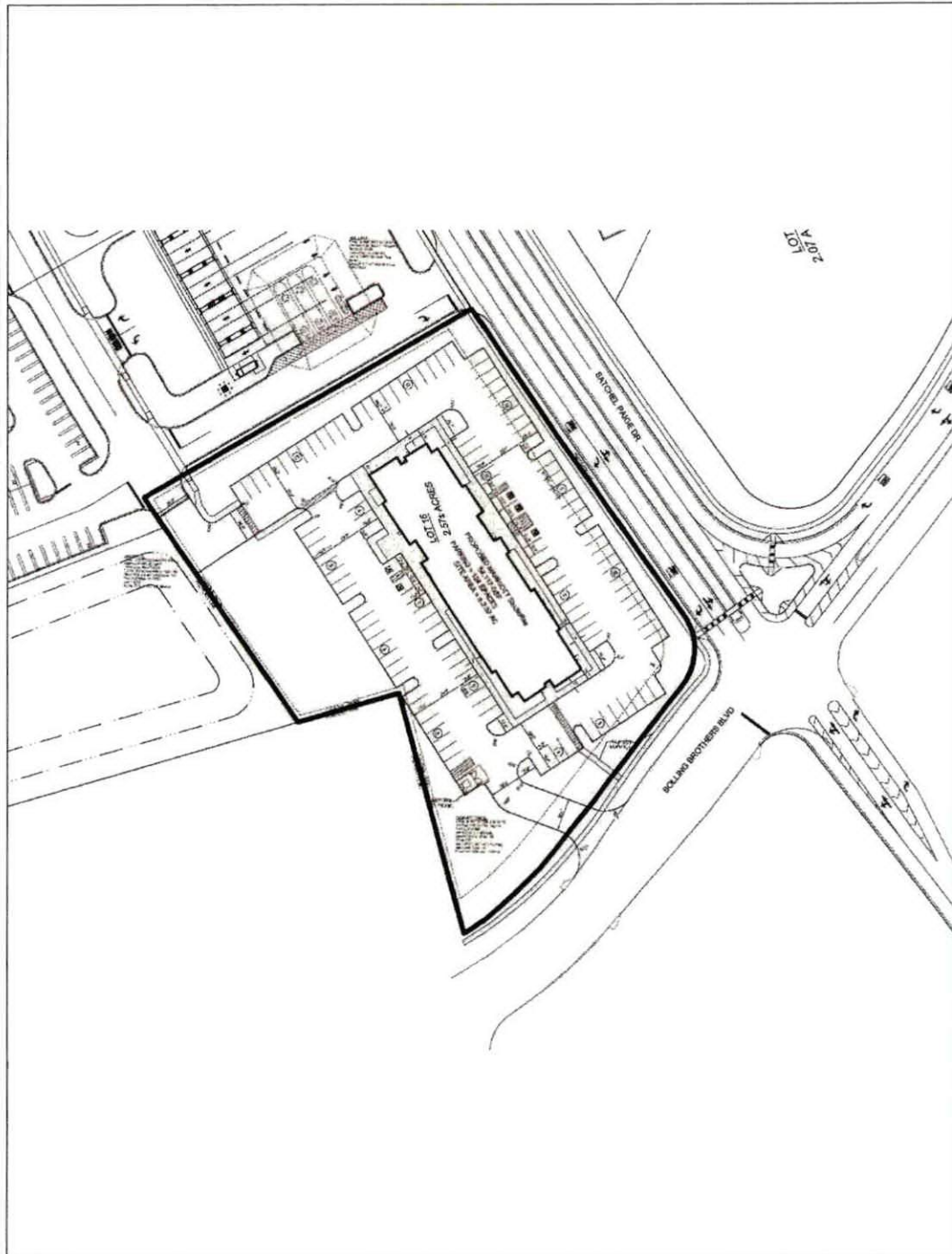
The site plan illustrates the existing PUD area, buildings, parking, and proposed modification area for the proposed hotel.

APPLICATION NUMBER	8	DATE	July 18, 2024
APPLICANT	Owen Barry, NF V Acquisitions, LLC		
REQUEST	PUD Modification		



NTS

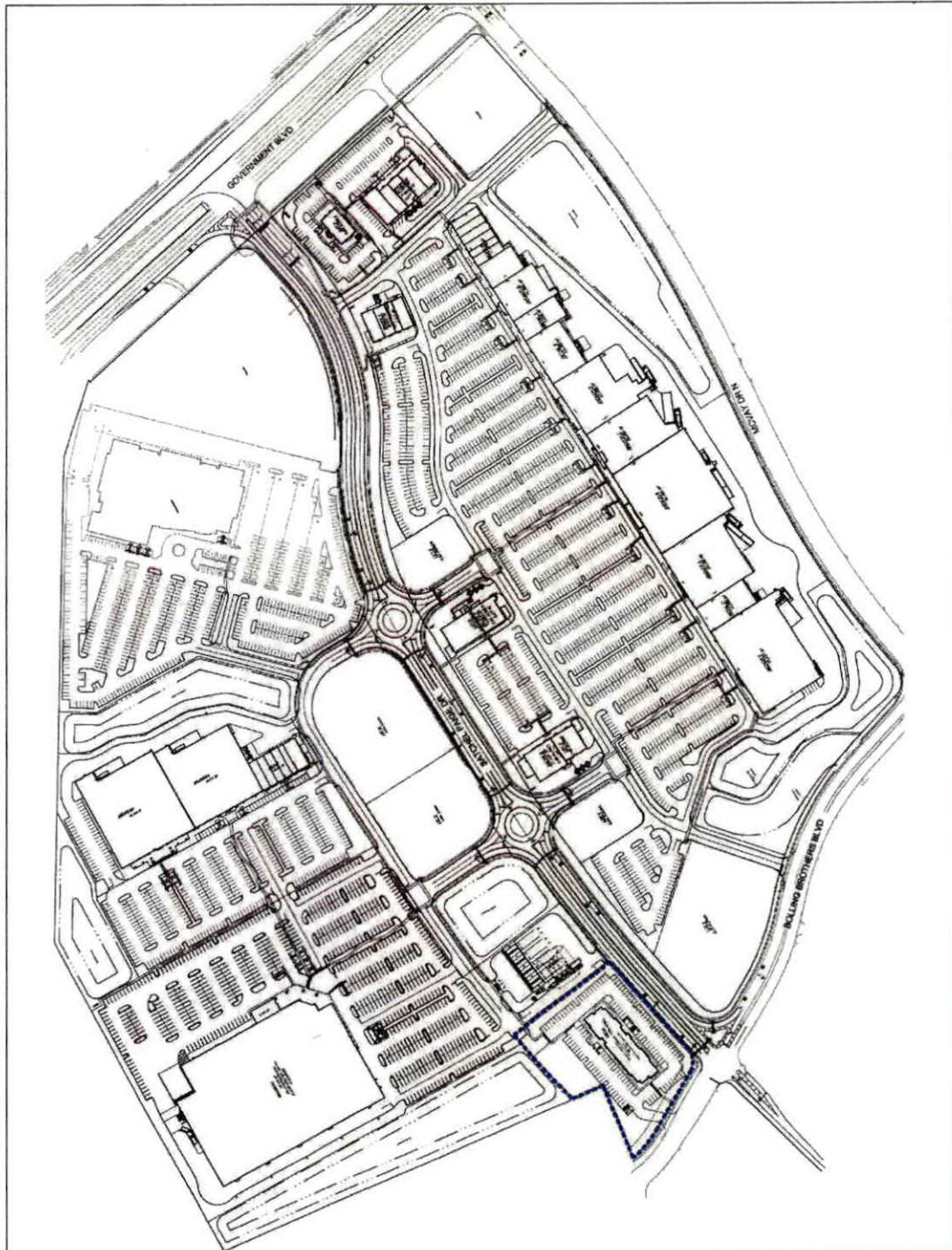
DETAIL SITE PLAN



APPLICATION NUMBER	8	DATE	July 18, 2024
APPLICANT	Owen Barry, NF V Acquisitions, LLC		
REQUEST	PUD Modification		



DETAIL SITE PLAN



APPLICATION NUMBER	8	DATE	July 18, 2024
APPLICANT	Owen Barry, NF V Acquisitions, LLC		
REQUEST	PUD Modification		

N
NTS

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

Zoning District Correspondence Matrix

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



DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Conditional Use Permit
for Property Located at 6411 Howells Ferry Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 6, 2024**, a public hearing will be held on the **10th** day of **September**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the Conditional Use Permit for property located at 6411 Howells Ferry Road.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on June 16, 2024 to allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District located at 6411 Howells Ferry Road and described as follows:

LOT 1, THE WOODLANDS WEST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 73, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on July 18, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
2. Use is limited to the existing building;
3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Will not impede the orderly development and improvement of surrounding property; and
3. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
4. Will be adequately served by water and sanitary sewer services;
5. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke, or gas; and
6. Shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
2. Use is limited to the existing building;
3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 14th day of August, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6411 Howells Ferry Road.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District subject to the following proposed conditions: 1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility; 2. Use is limited to the existing building; 3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility; 4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; 5. Compliance with all Engineering comments noted in the staff report; 6. Compliance with all Traffic Engineering comments noted in the staff report; 7. Compliance with all Urban Forestry comments noted in the staff report; 8. Compliance with all Fire Department comments noted in the staff report; 9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 10. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Conditional Use Permit application was filed on June 16, 2024 to allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District located at 6411 Howells Ferry Road and described as follows:

LOT 1, THE WOODLANDS WEST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 73, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on July 18, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
2. Use is limited to the existing building;
3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Will not impede the orderly development and improvement of surrounding property; and
3. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding

neighborhood, or be more injurious to property or improvements in the neighborhood.

4. Will be adequately served by water and sanitary sewer services;
5. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke, or gas; and
6. Shall not be detrimental to or endanger the public health, safety or general welfare.
7. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
2. Use is limited to the existing building;
3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Anganette Williams, Branches of Life, LLC (Keri R. Coumanis, Helmsing Leach, P.C., Agent)
6411 Howells Ferry Road
Council District 7
Gina Gregory



25769

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 19, 2024

Anganette Williams
Branches of Life, LLC
6411 Howells Ferry Road
Mobile, Alabama 36618

Re: 6411 Howells Ferry Road
ZON-CUP-002994-2024
Anganette Williams, Branches of Life, LLC (Keri Coumanis, Helmsing Leach, P.C. Agent)
District 7
Conditional Use Permit approval to allow a Community Residence for 16 persons in an R-3,
Multi-Family Residential Suburban District.

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

At its meeting on July 18, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support approval of the Conditional Use Permit:

- 1) The request is consistent with all applicable requirements of this Chapter, including:
 - a. Any applicable development standards; and
 - b. Any applicable use regulations.
- 2) The request will not impede the orderly development and improvement of surrounding property; and
- 3) Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood.
- 4) The request will be adequately served by water and sanitary sewer services;
- 5) The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- 6) The request shall not be detrimental to or endanger the public health, safety or general welfare.

- 7) The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Conditional Use Permit to the City Council, subject to the following conditions:

- 1) Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
- 2) Use is limited to the existing building;
- 3) Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
- 4) Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
- 5) Compliance with all Engineering comments noted in the staff report;
- 6) Compliance with all Traffic Engineering comments noted in the staff report;
- 7) Compliance with all Urban Forestry comments noted in the staff report;
- 8) Compliance with all Fire Department comments noted in the staff report;
- 9) Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
- 10) Full compliance with all municipal codes and ordinances.

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

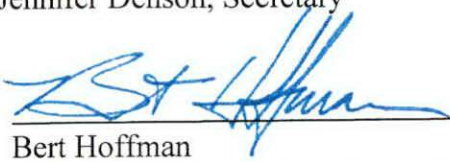
If you have any questions regarding this action, please call this office at 251-208-5895.

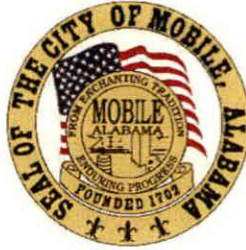
Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:


Bert Hoffman
Deputy Director of Long Range Planning



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 31, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on July 18, 2024 considered the request of Anganette Williams, Branches of Life, LLC for a Conditional Use Permit to allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District for the property located at 6411 Howells Ferry Road.

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

1. Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
2. Use is limited to the existing building;
3. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
4. Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bert Hoffman". The signature is fluid and cursive, with the first name "Bert" being more prominent than the last name "Hoffman".

Bert Hoffman
Deputy Director, Long Range Planning Department

dla
attachments

RUNNER REQUEST

DATE: July 29, 2024

TO: Runner

FROM: Katrina Bartlett

REQUEST:

Please hand deliver the attached letters and checks to the Mobile City Planning Commission (3rd Floor of the Courthouse).

Please get receipts.

Thank you.

PLANNING AND ZONING
30 JUL 2024 AM8:53



HELMSING
LEACH
ATTORNEYS AT LAW

KERI RENEE COUMANIS
Direct Dial: 251-432-5521
E-Mail: krc@helmsinglaw.com

July 29, 2024

VIA HAND DELIVERY

The City of Mobile, Alabama
Mobile City Planning Commission

Re: District 7 Conditional Use Permit approval to allow a Community
Residence for 16 persons in an R-3 Multi-Family Residential Suburban
District

Dear Mobile City Planning Commission:

Enclosed, please find a copy of your letter to Angenette Williams, Branches of Life, LLC, along with a check in the amount of \$434.34, made payable to the City of Mobile, for the advertising fee for the above referenced application.

Please contact me should you have any questions.

FOR THE FIRM,

Keri Coumanis

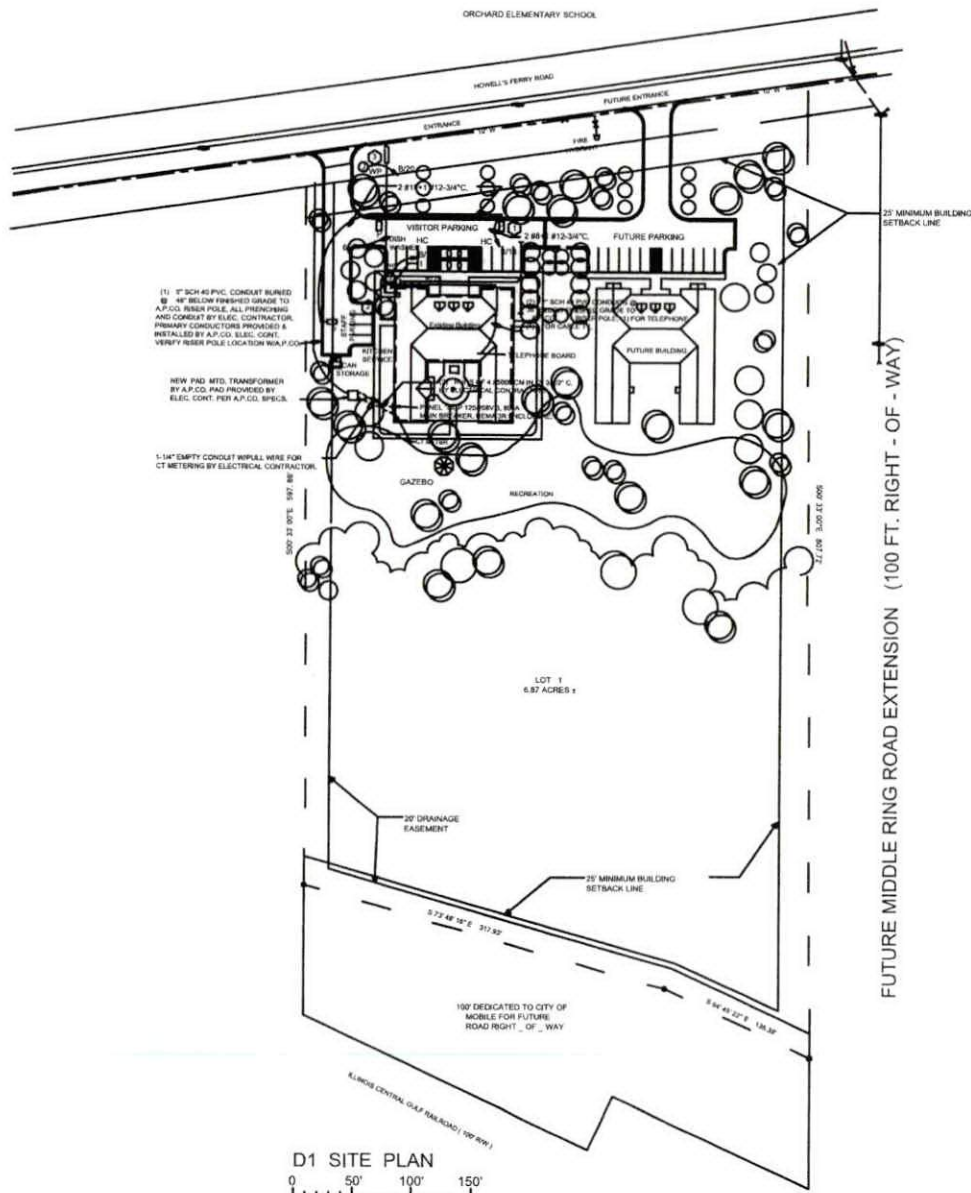
KRC/khb
Enclosures

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com

Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC

REVISED
07/22/2024



- NOTES:**
- CONTRACTOR SHALL VERIFY EXACT LOCATION OF MAIN SANITARY SEWER LINE AND MAKE CONNECTION.
 - REMOVE SANITARY CONNECTION. SEE ARCHITECTURAL DRAWING FOR EXACT LOCATION.
 - ABOVE GROUND DOUBLE CHECK BACKFLOW PREVENTER EQUAL TO WHAT'S SHOWN TO BE PAINTED. COLOR TO BE SELECTED BY ARCHITECT. PROVIDE HEAT TRACE AND INSULATION.

Parking Compliance Requirements: 1 + 1 per 4 bedrooms

Total Bedrooms = 16

Parking Required = 5 spaces

Parking Provided = 16 spaces

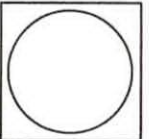
Note:

Owner/occupant acknowledges any changes in the scope of operations or to the Site, including the construction of the "Future Building" will require an additional Conditional Use Permit Approval.

Dated: July 18, 2024.

**ARCHITECTURE
AND DESIGN, INC.**

1102 S. Daughlin Street
Mobile, Alabama 36604
334.433-7888
for 334.433-7888



6411 HOWELL'S FERRY ROAD
ALABAMA

MOBILE,

Sheet Title
**SITE
PLAN**

REVISIONS

No.	Date	Description

Project No. 9616
Date 24 MARCH 1997
Sheet No.

U1

ADPH A-97-197



Hoffman, Bert

From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Friday, July 19, 2024 4:26 PM
To: Hoffman, Bert; Anderson, Logan
Subject: RE: Revised Site Plan: 6411 Howells Ferry Road
Attachments: Site plan with parking and occupancy requirements added.pdf

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

Good afternoon,

Please see attached, revised site plan to include parking information and confirmation that the CUP is limited to the current structure and occupancy.

The owners are anxious to move forward to the City Council.

Thank you and have a great weekend,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 432-5521
www.helmsinglaw.com

From: Hoffman, Bert <hoffmanb@cityofmobile.org>
Sent: Thursday, July 18, 2024 3:17 PM
To: Keri Coumanis <KRC@helmsinglaw.com>
Subject: RE: Revised Site Plan: 6411 Howells Ferry Road

Thank you.

Bert Hoffman

Long Range Planning
BUILD MOBILE
hoffmanb@cityofmobile.org
(251) 208-5895

From: Keri Coumanis <KRC@helmsinglaw.com>

Sent: Thursday, July 18, 2024 1:59 PM

To: Hoffman, Bert <hoffmanb@cityofmobile.org>; Anderson, Logan <dlogananderson@cityofmobile.org>

Subject: Revised Site Plan: 6411 Howells Ferry Road

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

Please see attached, a revised site plan to include parking information.

Keri



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 19, 2024

Anganette Williams
Branches of Life, LLC
6411 Howells Ferry Road
Mobile, Alabama 36618

Re: 6411 Howells Ferry Road
ZON-CUP-002994-2024
Anganette Williams, Branches of Life, LLC (Keri Coumanis, Helmsing Leach, P.C. Agent)
District 7
Conditional Use Permit approval to allow a Community Residence for 16 persons in an R-3,
Multi-Family Residential Suburban District.

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

At its meeting on July 18, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support approval of the Conditional Use Permit:

- 1) The request is consistent with all applicable requirements of this Chapter, including:
 - a. Any applicable development standards; and
 - b. Any applicable use regulations.
- 2) The request will not impede the orderly development and improvement of surrounding property; and
- 3) Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood.
- 4) The request will be adequately served by water and sanitary sewer services;
- 5) The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- 6) The request shall not be detrimental to or endanger the public health, safety or general welfare.

ZON-CUP-002994-2024 6411 Howells Ferry Road
July 19, 2024

- 7) The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Conditional Use Permit to the City Council, subject to the following conditions:

- 1) Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
- 2) Use is limited to the existing building;
- 3) Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
- 4) Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
- 5) Compliance with all Engineering comments noted in the staff report;
- 6) Compliance with all Traffic Engineering comments noted in the staff report;
- 7) Compliance with all Urban Forestry comments noted in the staff report;
- 8) Compliance with all Fire Department comments noted in the staff report;
- 9) Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
- 10) Full compliance with all municipal codes and ordinances.

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

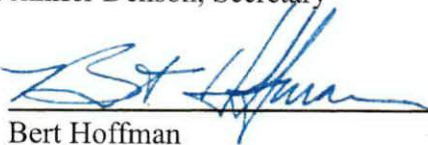
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Bert Hoffman

Deputy Director of Long Range Planning



Planning Commission Application

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

Fees

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

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

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

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

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

☒ Conditional Use Permits

Checklist A

☐ Planned Development

Checklist C

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Anganette Williams	Keri R. Coumanis
Firm:	Branches of Life, LLC	Helmsing Leach, P.C.
Phone:	251-680-3182	251-432-5521
Email:	anganette@yahoo.com	krc@helmsinglaw.com
Address:	6411 Howells Ferry Road, Mobile, AL 36618	PO Box 2767, Mobile, AL 36652

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

	Owner	Design Professional
Name:	Anganette Williams d/b/a	N/A
Firm:	Serenity Senior Care, LLC	
Phone:	251-680-3182	
Email:	anganette@yahoo.com	
Address:	6411 Howells Ferry Road, Mobile, AL 36618	

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

6411 Howells Ferry Road, Mobile, AL 36618	6.9 acres
Property Address 2803054000042002; Key No. 2039029	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) R-3 with use restriction	R-3
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

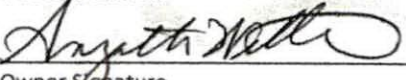
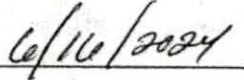
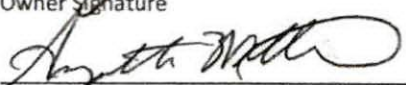
This requirement applies to any of the following applications:

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

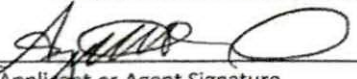
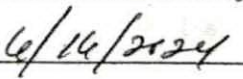
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

	
Owner Signature	Date
	
Applicant or Agent Signature (if applicable)	Date

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

	
Applicant or Agent Signature	Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the [Use Table in Section 64-2-24](#) of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Bar/Lounge
☒ Community Residences	☐ Daycare, Child (Home Based 7-12 Children)
☐ Short-Term Rentals	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

The Following information is required for Conditional Use Permits. Please refer to [Section 64-10-6](#) for a full description of the requirements and verify that the following documentation is provided:

- | | |
|--|--|
| ☒ Planning Commission Application | ☒ Site Plan |
| ☒ Documentation of compliance with Approval Criteria | ☒ Neighborhood Meeting Documentation |
| ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer | |

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
The proposal aligns with two significant goals of the Map for Mobile. First, the project will provide a diverse form of housing, meeting the needs of a certain segment of the population. See Map, p. 7, 38, 52. Second, by reusing and revitalizing an existing facility, which has been vacant for many years, the proposal alleviates blight and reduces sprawl. See Map, p. 37, 53.

R-1

Future Land Use Map (FLUM) Designation

2. Is the application compliant with [Development Standards of Article 3](#)? ☒ Yes ☐ No
If no, what are the deficiencies?
3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.
The building currently on the site was constructed in 1999 as an assisted living facility for senior citizens. It is located across the street from an educational facility and is bordered by unimproved property to the east and west. The applicant proposes to repurpose the existing facility into a residential care facility for girls, ages 13-18. In doing so, the applicants do not intend to materially change the existing structure, which is compatible with the neighborhood.
4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

The proposal pertains to an existing multi-residential facility. It will not have any impacts on the development of the adjacent property.

5. Please provide the following information:

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

The existing structure is one story and approximately 7854 square feet. It contains both residential suites, common space and offices.

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

The property has an existing row of frontage trees; the property is surrounded by wooded lots to the east and west.

- ☐ Lighting:

The existing lighting is minimal and located to the rear of the lot.

- ☐ Hours of operation:

The residents will be on site 24 hours. The facility will have two shifts of employees, who will work from 7am to 7 pm.

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

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

The property has an existing stormwater swell at its northern property line. There is minimal hardscaping.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

The property is serviced by MAWSS; the utilities are adequate for the use.

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

N/A. The proposal has community benefits; the facility will serve a segment of the population in need of housing and assistance.

10. For Above-Ground Oil Storage Tanks, please include all information required by [Section 64-4-7](#). For Hazardous Substance Storage Tanks, please include all information required by [Section 64-4-8](#).

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SUPPLEMENTAL DOCUMENTATION

Community Residences

The following information is required to evaluate applications for Conditional Use Permits for Community Residences. Please provide a statement for all items.

1. How many unrelated persons will occupy the home?

16

2. Will the community residence operate as a functional family (also known as emulating a biological family) to foster community gathering?

The applicant intends to operate this facility, formerly an assisted living facility, as a community residence for young women, ages 13-18. The goal is to provide a stable, safe and therapeutic environment. The applicant will offer counseling, educational services and work force training, and any other assistance necessary meet the needs of an individual client.

3. Is there an existing community residence within one thousand linear feet of the proposed community residence location? ☐ Yes ☒ No

Refer to the [Alabama Department of Mental Health](#), the [Alabama Department of Public Health](#), and the [Alabama Department of Human Resources](#) for information regarding existing community residences.

If yes, provide the address of the existing community residence(s).

4. Describe how the proposed Community Residence will not alter the residential character of the surrounding neighborhood.

This community residence will be located in an existing structure or facility designed for group living. It is not located in a single family residential house.

The existing facility is also not located within a subdivision, but on the edge of two subdivisions and across from an existing school. The facility, as such, will not alter the residential character and instead is in keeping with the character of the surrounding neighborhood.

5. By how many individuals will the community residence exceed the as of right maximum of four (4) residents? Provide an explanation of the financial and/or therapeutic need to house the proposed number of residents.

N/A

6. What is the primary function of the proposed Community Residence? What type of treatment is provided on site?

Branches of Life intends to offer a safe, comfortable and therapeutic residence for girls ages 13-18 that are in the care of the Department of Human Resources.

Various services will be offered including counseling, educational classes (in addition to basic school), life skills and extracurricular activities. Branches of Life will be working to prepare these young women for their future, once they exist the care of the Department of Human Resources.

7. Describe how the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

N/A. Allowing the requested number of residents will allow the clients to forge friendships and create a network, as they move toward independence.

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NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
The meeting was held on Monday, June 17, at Orchard Elementary school. Please see attached notification letter with the date and time of the meeting.

2. What information was presented at the meeting?
Ms. Williams and Ms. Sewell told the attendees a little about who they are and what the Branches of Life facility will be. Ms. Sewell spoke about the need for a residential home for girls in our community, given the lack of foster parents.

3. What concerns were raised during the meeting?
Two citizens were in attendance. One asked whether transgender youth would be placed in the facility. Ms. Barnes, a Baldwin County DHR social worker, said no. The other attendee asked whether the facility would ever be turned into a facility for boys. The speakers explained, no, because there is not a need for a boys facility.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
No.

Neighborhood Meeting

Date: 6/17/2024

Time: 6:00

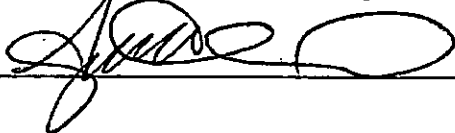
Location of Neighborhood Meeting: Orchard Elementary

Project Location: 6411 Howells Ferry Rd. Mobile, AL 36618

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

Rezoning and Conditional Use Permit

Applicant's Signature Attesting to the Accuracy of This Sheet:

x  Date: 6/17/2024

Please Sign In:

Name: DIANE ANTRAM Email: _____

Address: 1717 Thistlewaite Dr Phone: 251-377-0308

Name: David Johnson Email: _____

Address: _____ Phone: 251-406-0228

Name: Radjanique Barnes Email: _____

Address: _____ Phone: 251-210-7064

Name: Sheri Sewell-Hite Email: sheri.sewell@yahoo.com

Address: _____ Phone: 251-585-3074

Neighborhood Meeting Sign-In Sheet

Date: 6/17/2024
Applicant: Anganette Williams

Meeting Location: Orchard Elementary
Application(s): Reopening and Conditional Use Perm

Name: Anganette Williams Email: anganette@yahoo.com
Address: 1617 Donham Dr. Mobile, AL 36618 Phone: 251-680-3182

Name: Shalinda Sewell Email: shalindasewell@yahoo.com
Address: 278 Cedar Dr. Mobile, AL 36617 Phone: 251-583-4641

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 6/17/2024 _____

Meeting Time: 6:00 p.m. _____

Meeting Location: _____

Orchard Elementary School Gymnasium

Below is a summary of the proposed project presented at the Neighborhood Meeting:

Branches of Life envision a world where every young girl regardless of background or challenges she has faced is empowered to realize her full potential and lead a life marked by success, resilience, and fulfillment. We strive to become a beacon of hope and transformation, where our residents not only overcome their immediate circumstances but also emerge as leaders and changemakers within their communities. Our vision extends beyond the walls of our residential home, aiming for a future where society embraces and supports the growth and contributions of its young women, recognizing their strength, diversity, and potential to shape a brighter and more inclusive world.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Brochure

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

The meeting started at 6:00pm. Introduction speaker was made by Sheri Sewell-Hale Executive Director of Operation Anganatte Williams (Owner) and Shalonda Sewell (Owner), Rodianque Barnes (Social worker) Baldwin County Department of Human Resources. After the introductions were done, Shalonda Sewell spoke about why the need for this residential facility is needed. She stated that the facility is needed for the girls due to the lack of girl's homes and foster parents. Anganatte Williams spoke on why she initially purchased the facility and why she decided to turn it into a residential home for girls. Rodianque shared information about the foster care system, why foster parents are important, and why a facility like Branches of Life will serve as a safe haven for children in the custody of the Department of Human Resources. Only two members in the 300ft distance of the facility attended the meeting. Mrs. Sewell-Hale then opened the floor for question. David Johnson asked about transgender being housed in the facility and Ms. Barnes stated

that DHR does their best to place those children in a home where there are no other children in the home. Diana Anitriam asked would we ever consider transitioning the center into a boy's home and the answer was no because there is not a need for a boys' facility. All questions were answered, and the meeting ended at 6:45 p.m.

NEIGHBOR NOTIFICATION

RE: Branches of Life LLC

6411 Howells Ferry Rd.

Mobile, AL 36618

Dear Resident,

Please be advised that the Mobile City Planning Commission will be reviewing an application for Rezoning and Conditional Use Permit approval for Branches of Life LLC. Applicant must notify all property owners within a 300-foot radius of the property.

The purpose of this letter is to inform you that Our mission is "At Branches of Life, we are dedicated to fostering a nurturing and empowering environment for girls aged 13-18. We believe in creating a haven that supports personal growth, healing, and education. Our mission is to inspire and equip each young woman with the confidence, life skills, and resilience needed to navigate their formative years successfully. Through personalized care, mentorship, and community engagement, we aim to empower our residents to reach their full potential, pursue their dreams, and make a positive impact on the world. We are committed to nurturing the unique strengths and talents of everyone, fostering a sense of belonging and community, and preparing them for a future filled with hope and possibilities. Branches of Life stands as a testament to the enduring power of support, growth, and empowerment, ensuring that every young woman can thrive and blossom into her best self."

A neighborhood meeting is scheduled at Orchard Elementary School gymnasium 6400 Howells Ferry Rd. for June 17, 2024 @ 6 P.M.

This letter will be the only notice delivered to your home regardless of the project duration, except for the public meeting scheduled for July 18, 2024, time TBD.

The Mobile City Planning Commission schedule is located on the internet: www.buildmobile.org then click on Boards & Commissions.

Very truly yours,

Anganatte Williams

NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning & Conditional Use Permit
Applicant: Shalonda Sewell
Phone#: 251.583.4641
Meeting Date: JUNE 17, 2024 24
Meeting Time: 6:00 PM
6400 Howells Ferry Rd
Meeting Location: Orchard Elementary School Mobile Alabama 36618



AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

Commencing at the existing and accepted Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 5, Township 4 South, Range 2 West; said point being marked by an old concrete monument; thence North 00 degrees 33 minutes West and along the East line of the said Northeast Quarter of the Southeast Quarter and also being along the center line of Middle Ring Road Extension right-of-way (80 foot right-of-way not open) 848.39 feet to a point on the South right-of-way line of Howell's Ferry Road; thence South 81 degrees 31 minutes 27 seconds West and along the South right-of-way line of said road, 40.39 feet to the point of beginning; thence continue South 81 degrees 31 minutes 27 seconds West and along the South right-of-way line of Howell's Ferry Road 450.65 feet; thence South 00 degrees 33 minutes East 708.92 feet to a point on the North right-of-way line of the Illinois Central Gulf Railroad; thence South 64 degrees 45 minutes 22 seconds East and along the North right-of-way line of said railroad, 265.64 feet; thence North 25 degrees 14 minutes 38 seconds East and continuing along the North right-of-way line of said railroad, 50.00 feet; thence South 64 degrees 45 minutes 22 seconds East and continuing along the North right-of-way line of said railroad 205.93 feet; thence North 00 degrees 33 minutes West and along the West right-of-way line of Middle Ring Road Extension (80 foot right-of-way not open), 931.24 feet to the point of beginning. Containing 8.44 acres, more or less.

The classification of said property is hereby changed from R-1, Single-Family Residential District to R-3, Multiple-Family Residential District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multiple-Family Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multiple-Family Residential District until all of the conditions setforth below have been complied with: (1) dedication of 20' along Middle Ring Road right-of-way, in conformance with the Major Street Plan; (2) dedication of 100' along the south property line, in conformance with the Major Street Plan, exact location and design to be approved by the City Engineering Department and the Traffic Engineer; (3) denial of direct access to Middle Ring Road and Wulff Road Extension; (4) limited to the site plan submitted, as required to be revised by these approvals; (5) submission of a subdivision application or documentation to establish the parcel as a legal lot of record; and (6) Site to be used for Assisted Living Facility only; (7) full compliance with all municipal codes and ordinances, including the tree planting requirements of the Zoning Ordinances and the sidewalk requirements of the Subdivision Regulations.

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

adopted: MAR 18 1997



Glenda Morgan, City Clerk

Applicant
June Mayson (James H. Smith, Owner)
South side of Howell's Ferry Road, 300'+ West of Thistlewaite
Drive.
Council District 7



Plan Submission Contact Information

Name of Project Branches of Life, LLC

Address 6411 Howell's Ferry Road

Owner Anganette Williams d/b/a Serenity Senior Care, LLC

Address 6411 Howell's Ferry Road

Zip Code 36618

Phone 251-680-3182

Fax _____

Email anganette@yahoo.com

Authorized Agent Keri Coumanis

Address 150 Government St., PO Box 2767

Zip Code 36652

Phone 2514325521

Fax _____

Email krc@helmsinglaw.com

Contractor N/A

Address _____

Zip Code _____

Phone _____

Fax _____

Email _____

Civil Engineer N/A

Address _____

Zip Code _____

Phone _____

Fax _____

Email _____

Architect N/A

Address _____

Zip Code _____

Phone _____

Fax _____

Email _____

Submitted by:

Keri Coumanis

Signature

Print

6/17/2024

agent

Date

Affiliation to project/Organization

	Owner	Design Professional
Name:	Anganette Williams d/b/a	N/A
Firm:	Serenity Senior Care, LLC	
Phone:	251-680-3182	
Email:	anganette@yahoo.com	
Address:	6411 Howells Ferry Road, Mobile, AL 36618	

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

6411 Howells Ferry Road, Mobile, AL 36618	6.9 acres
Property Address 2803054000042002; Key No. 2039029	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) R-3 with use restriction	R-3
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

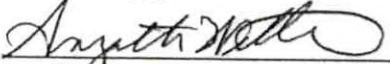
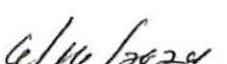
This requirement applies to any of the following applications:

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

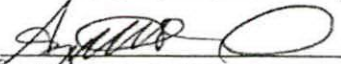
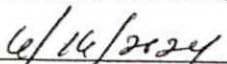
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

	
Owner Signature	Date
	
Applicant or Agent Signature (if applicable)	Date

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

	
Applicant or Agent Signature	Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

Inst. # 2022032029 Pages: 1 of 3 I certify this instrument filed on: 5/4/2022 4:45 PM
Doc: D Don Davis, Judge of Probate Mobile County, AL Rec: \$20.50 DeedTx: \$600.00 MinT:
Clerk: KROBINSON ERecorded

REAL ESTATE VALIDATION FORM

The following information is provided pursuant to Alabama Code §40-22-1, and is verified by the signature of Grantor below:

Grantor's Name: HFR Investments, LLC

Mailing Address: 25325 Lakeside Terrace, Loxley, AL 36551

Grantee's Name: Serenity Senior Care LLC

Mailing Address: 6411 Howells Ferry Road, Mobile, AL 36618

Property Address: 6411 Howells Ferry Road, Mobile, AL 36618

Date of Sale: May 4th, 2022

Purchase Price: 600,000.00

Loan Amount: 500,000.00

Equity: 100,000.00

State of Alabama
County of Mobile

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **HFR Investments, LLC**, an Alabama Limited Liability Company, hereinafter the **GRANTOR**, in consideration of the sum of SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00) and other good and valuable consideration hereby acknowledged to have been paid to the said **GRANTOR** by **Serenity Senior Care LLC**, an Alabama Limited Liability Company, hereinafter called the **GRANTEE**, does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

Lot 1, The Woodlands West, according to the map or plat thereof recorded in Map Book 73, Page 10 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

Property located at: 6411 Howells Ferry Road, Mobile, AL 36618

2022-111

Inst. # 2022032029, at 5/4/2022 4:45 PM f 3

This conveyance is made subject to the following:

1. All interest in and to all oil, gas and other minerals in, on and/or under the said property including, but not limited to all oil, gas, sand and gravel in, on and under the said real property and all rights in connection therewith which have been previously conveyed to or reserved by others.
2. Building and setback lines, restrictions, covenants and conditions of record.
3. Building setback line, drainage and utility line easements and notes or restrictions as shown on recorded plat of said subdivision.
4. Easement granted Alabama Power Company by instrument recorded in Deed Book 231, Page 496.
5. Easement granted Alabama Power Company by instrument recorded in Real Property Book 4564, Page 911.
6. Mineral Deed recorded in Deed Book 373, Page 526.
7. Dedication to the City of Mobile for Wulff Road extension right-of-way as shown on plat recorded in Map Book 73, Page 10 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

together with all the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, in the manner and interest as set forth and stated hereinabove, and unto its successors and assigns, forever.

And, except as to taxes hereafter falling due, which are assumed by the Grantee, and except as herein otherwise provided, said Grantor does for itself and for its successors and assigns, hereby covenant with the Grantee herein, its successors and assigns, that the Grantor is seized of an indefeasible estate in fee simple in and to said property; that said property is free and clear of all encumbrances, and that the Grantor does hereby forever WARRANT AND DEFEND the title thereto, and the peaceable possession thereof unto the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal on this the 4th day of May, 2022.

HFR Investments, LLC, an Alabama Limited Liability Company

By: 
Greg Gontarski, member

Inst. # 2022032029, at 5/4/2022 4:45 PM of 3

STATE OF Al)COUNTY OF Baldwin)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Greg Gontarski**, whose name as member of **HFR Investments, LLC**, an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 4th day of May, 2022.



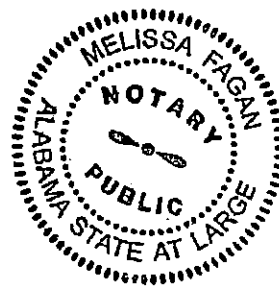
NOTARY PUBLIC

My Commission Expires: 9-7-24

(official seal)

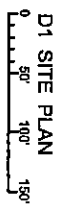
This instrument prepared by:

Korinne Lassiter, Esq., 1058 West Schmitt Rd, Rossville, GA 30741



2022-111

3



Project No. 9615
Date 24 MARCH 1997
Sheet No. U1
ADPH A-97-197







Alabama Secretary of State



BRANCHES OF LIFE, LLC	
Entity ID Number	001-111-068
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	12/07/2023
Registered Agent Name	CORPORATE SERVICE CENTER, INC.
Registered Office Street Address	600 Boulevard South SW, Ste 104-P Huntsville, AL 35802
Registered Office Mailing Address	600 Boulevard South SW, Ste 104-P Huntsville, AL 35802
Nature of Business	
Organizers	
Organizer Name	Williams, Anganatte
Organizer Street Address	6411 Howells Ferry Rd Mobile, AL 36618
Organizer Mailing Address	6411 Howells Ferry Rd Mobile, AL 36618
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/07/2023 Certificate of Formation 4 pgs.

[Browse Results](#)
[New Search](#)



Alabama Secretary of State



Serenity Senior Care LLC	
Entity ID Number	001-003-598
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	02/18/2022
Registered Agent Name	Registered Agents Inc
Registered Office Street Address	212 W TROY ST STE B DOTHAN, AL 36303
Registered Office Mailing Address	212 W TROY ST STE B DOTHAN, AL 36303
Nature of Business	
Organizers	
Organizer Name	Williams, Anganatte
Organizer Street Address	PO BOX 180921 MOBILE, AL 36618
Organizer Mailing Address	PO BOX 180921 MOBILE, AL 36618
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/18/2022 Certificate of Formation 3 pgs.

[Browse Results](#)
[New Search](#)



Corporate Letter of Authorization

I, Anganette Williams, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Branches of Life, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 6411 Howell's Ferry Rd.

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

Leij Comanias
Designee (1)

251.432.5321
Email
krcehelm@siglan.com
Phone Number

Designee (2)

Email

Phone Number

Anganette Williams
Signature of Company Owner

6/14/2024
Date

Attn: Sheri Sewell-Hale
Branches of Life
6411 Howell's Ferry Road
Mobile, AL 36618

Keri Coumanis
Helmsing Leach, PC
PO Box 2767
Mobile, AL 36652

Danny & Rebecca Weems
Revocable Living Family Trust
6279 Howells Ferry Rd.
Mobile, AL 36618



Agenda Item # 12

ZON-UDC-002993-2024 & ZON-CUP-002994-2024

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

[**Applicant Materials for Consideration – Rezoning**](#)

[**Applicant Materials for Consideration – Conditional Use Permit**](#)

DETAILS

Location:

6411 Howells Ferry Road

Applicant / Agent:

Keri R. Coumanis, Helmsing Leach, P.C.

Property Owners:

Anganette Williams, Branches of Life, LLC

Current Zoning:

R-3, Multi-Family Residential Suburban District

Proposed Zoning:

R-3, Multi-Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-3, Multi-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District to remove a previous condition of rezoning approval limiting use of the site to an assisted living center.
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.
- Conditional Use Permit to allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District.

Commission Considerations:

1. Rezoning with two (2) conditions; and
2. To allow a Community Residence for 16 persons with ten (10) conditions.

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Commission Considerations	5
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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	12	DATE	July 18, 2024
APPLICANT	Anganette Williams, Branches of Life, LLC		
REQUEST	Conditional Use Permit, Rezoning from R-3 to R-3		


 NTS

SITE HISTORY

The site was the subject of one-lot subdivision approval by the Planning Commission in December 1996, the plat for which was subsequently recorded in Mobile County Probate Court. The Planning Commission also approved a request for Planning Approval to allow use of the property as an assisted living facility in an R-1, Single-Family Residential District.

Rezoning of the site to R-3, Multi-Family Residential District, was adopted by City Council at its March 18, 1997 meeting with the following conditions:

1. Dedication of 20' along Middle Ring Road right-of-way, in conformance with the Major Street Plan;
2. Dedication of 100' along the south property line, in conformance with the Major Street Plan, exact location and design to be approved by the City Engineering Department and the Traffic Engineer;
3. Denial of direct access to Middle Ring Road and Wulff Road Extension;
4. Limited to the site plan submitted, as required to be revised by [the] approvals;
5. Submission of a subdivision application or documentation to establish the parcel as a legal lot of record;
6. Site to be used for Assisted Living Facility only; and
7. Full compliance with all municipal codes and ordinances, including the tree planting requirements of the Zoning Ordinance and the sidewalk requirements of the Subdivision Regulations.

There are no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Rezoning

The purpose of the rezoning request is to remove a previous condition of rezoning approval limiting use of the site to an assisted living facility.

The site is across the street from an elementary school zoned R-1, Single-Family Residential District, to the North; it adjoins vacant property zoned R-1, Single-Family Residential Suburban District, to the West; and is adjacent to public, unopened street right-of-way to the East, and railroad right-of-way and unopened street right-of-way to the South. To the East of the unopened street right-of-way are properties zoned R-1, Single-Family Residential Suburban District, most of which are developed with single-family dwellings.

The applicant submitted a site plan depicting the existing building that was most recently used as an assisted living facility. Future improvements to the site are also illustrated and include a second building and additional parking. No timeline was submitted outlining when these improvements will be made.

It should be noted that another condition of approval of the rezoning limited development of the site to the original site plan of the assisted living facility, which depicted the aforementioned improvements as a future phase. As the applicant states that they only propose to use the existing facility at this time, if development of the future phase is anticipated, the applicant will need to first obtain approval of a modified Conditional Use Permit.

Minutes from the July 11, 1996 Planning Commission meeting, at which the rezoning was initially considered, indicate that use of the property as an assisted living facility was not a concern for neighboring property owners; they were, however, concerned that an R-3 zoning designation would allow other uses of the property that would not be compatible with the surrounding neighborhood. As a result, the Planning Commission and City Council approved the rezoning with the use restriction.

At the neighborhood meeting held for the purpose of discussing the rezoning application at hand, no objections to the request were noted.

Conditional Use Permit

The applicant is requesting a Conditional Use Permit to allow use of the existing building on the property as a Community Residence for 16 people. Specifically, the applicant would like to operate a residential facility where girls aged 13-18 will be provided counseling, educational services, work force training, and any other assistance necessary to meet their needs. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report. In summary, the applicant suggests that use of the property as a community residence for 16 people is similar enough to the former assisted living facility such that it will maintain the existing character of the surrounding neighborhood.

As mentioned, the applicant submitted a site plan depicting the existing building that was most recently used as an assisted living facility. Future improvements to the site are also illustrated and include a second building and additional parking. No timeline was submitted outlining when these improvements will be made.

There are 24 parking spaces illustrated on the site plan, but staff cannot determine if this is an adequate amount of parking as no parking calculations are provided. According to Table 64-3-12.1 in Article 3 of the Unified Development Code (UDC), one (1) parking space is required per four (4) bedrooms. As such, if approved, a table with the required parking calculations should be provided on a revised site plan, including the number of existing and proposed bedrooms.

As mentioned, the applicant has stated that their intent is to use the existing building. As such, if development of the future phase is anticipated, the applicant will need to a new Conditional Use Permit application.

Prior to recording of the site plan in Mobile County Probate Court, a revised plan stating that a new Conditional Use Permit application will be required for the proposed second building.

The applicant states in their narrative that the residents will be on-site 24 hours each day, and that the facility will have two (2) employee shifts. The applicant did not provide the number of employees.

It should that, if approved, the Community Residence will be limited to the scope of operations within the existing building provided with this application, including the number of people being cared for. Any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council. This information should be provided as a note on the revised site plan.

REZONING CONSIDERATIONS

Standards of Review:

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

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not

a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

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

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

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

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to R-3, the following conditions could apply:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and
2. Full compliance with all municipal codes and ordinances.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:

- (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
 3. Will not impede the orderly development and improvement of surrounding property; and
 4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
 5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
 6. Is designed to minimize the impact on storm water facilities;
 7. Will be adequately served by water and sanitary sewer services;
 8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
 9. Shall not be detrimental to or endanger the public health, safety or general welfare.
 10. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
 11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to Community Residences with more than five (5) residences, which include:

- A. The applicant demonstrates that the proposed Community Residence will be compatible with the residential uses allowed as of right in the Zoning District;
- B. When the proposed Community Residence would be located in a single-family zoning district, the Applicant demonstrates that the proposed Community Residence will not alter the residential stability of the single-family zoning district;
- C. The Applicant specifies by how many individuals it wishes to exceed the as of right maximum of four (4) residents and adequately demonstrates the financial and/or therapeutic need to house the proposed number of residents;
- D. The primary function of the proposed Community Residence is residential where any treatment is merely incidental to the residential use of the property;
- E. The Applicant demonstrates that it will ensure that the proposed Community Residence emulates a biological family and operates as a functional family rather than as an institution, boarding house, Nursing Home, short-term rental, continuing care facility, Hotel/Motel, treatment center, rehabilitation center or a non-residential use;
- F. The Applicant demonstrates that the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

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

Considerations:

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

- 1) Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
- 2) Use is limited to the existing building;
- 3) Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
- 4) Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
- 5) Compliance with all Engineering comments noted in this staff report;
- 6) Compliance with all Traffic Engineering comments noted in this staff report;
- 7) Compliance with all Urban Forestry comments noted in this staff report;
- 8) Compliance with all Fire Department comments noted in this staff report;
- 9) Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
- 10) Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



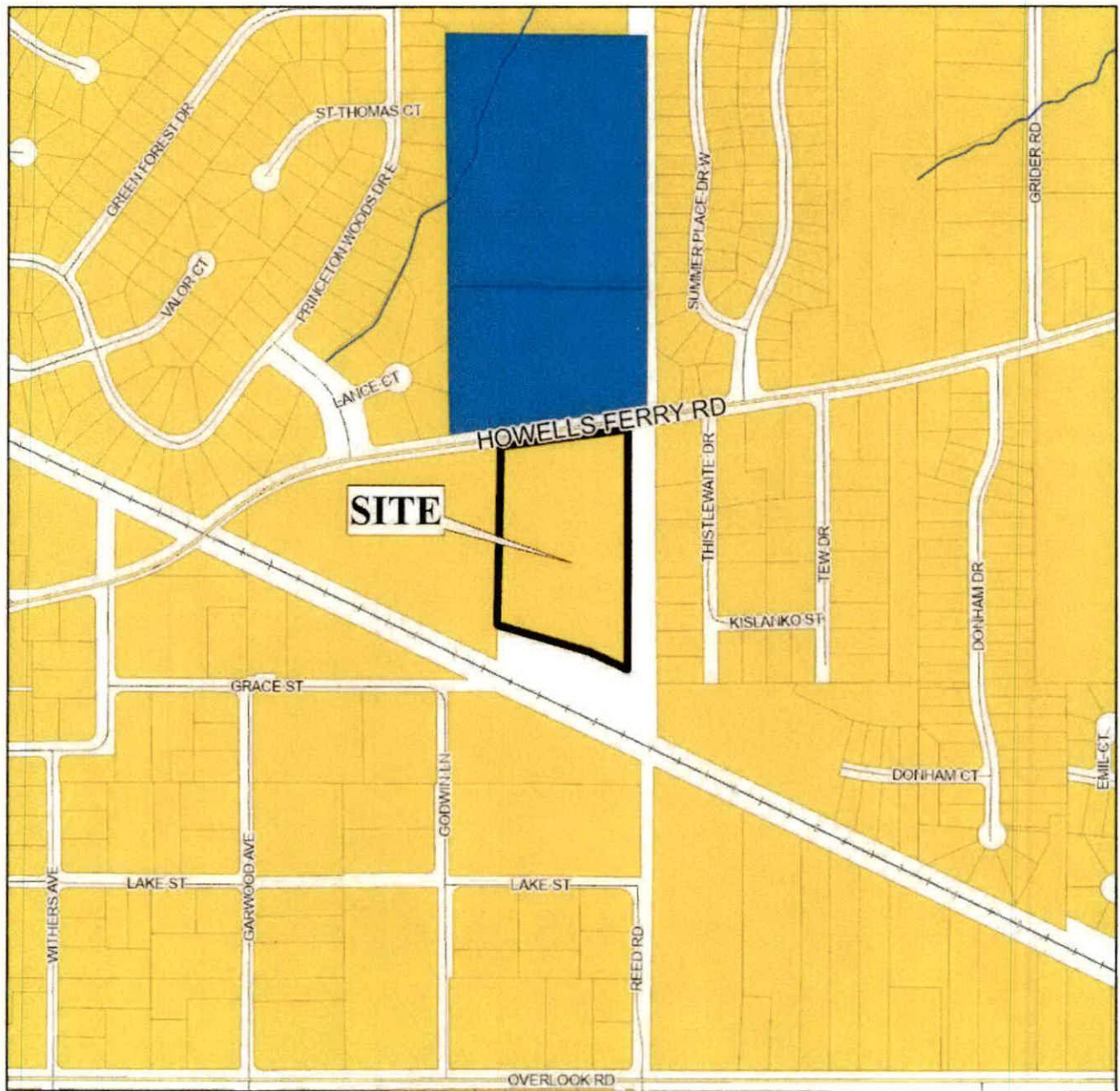
APPLICATION NUMBER 12 DATE July 18, 2024

APPLICANT Anganette Williams, Branches of Life, LLC

REQUEST Conditional Use Permit, Rezoning from R-3 to R-3



FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE July 18, 2024
 APPLICANT Anganette Williams, Branches of Life, LLC
 REQUEST Conditional Use Permit, Rezoning from R-3 to R-3

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 12 DATE July 18, 2024

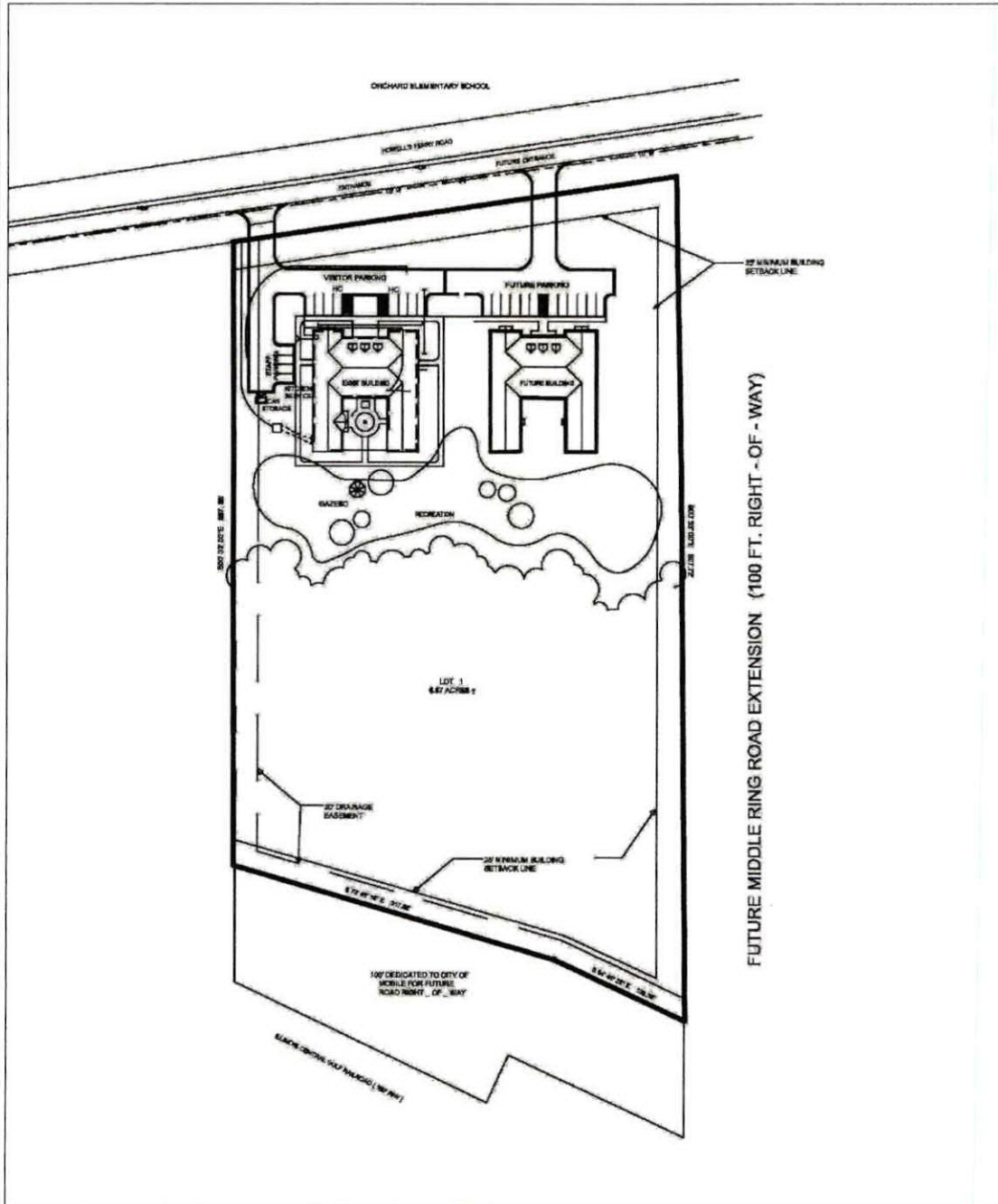
APPLICANT Anganette Williams, Branches of Life, LLC

REQUEST Conditional Use Permit, Rezoning from R-3 to R-3

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



SITE PLAN



The site plan illustrates the existing building, proposed building, parking, setbacks, and easements.

APPLICATION NUMBER 12 DATE July 18, 2024

APPLICANT Anganette Williams, Branches of Life, LLC

REQUEST Conditional Use Permit, Rezoning from R-3 to R-3

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NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 6411 Howells Ferry Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 6, 2024**, a public hearing will be held on the **10th** day of **September**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 6411 Howells Ferry Road from R-3, Multi-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District, to remove a previous condition of rezoning approval limiting use of the site.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT 1, THE WOODLANDS WEST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 73, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

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

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 14th day of August, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6411 Howells Ferry Road.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-3, Multi-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in R-3 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in R-3 districts until the following conditions have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all municipal codes and ordinances.

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

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

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

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

LOT 1, THE WOODLANDS WEST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 73, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

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

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

Adopted:

Lisa Lambert, City Clerk

**Anganette Williams, Branches of Life, LLC
(Keri R. Coumanis, Helmsing Leach, P.C., Agent)
6411 Howells Ferry Road
Council District 7
Gina Gregory**



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 19, 2024

Anganette Williams
Branches of Life, LLC
6411 Howells Ferry Road
Mobile, Alabama 36618

Re: 6411 Howells Ferry Road
ZON-UDC-002993-2024
Anganette Williams, Branches of Life, LLC (Keri Coumanis, Helmsing Leach, P.C. Agent)
District 7
Rezoning from Multi-Family Residential Suburban District (R-3) to Multi-Family Residential Suburban District (R-3), to remove a previous condition of rezoning approval limiting use of the site to an assisted living center.

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

At its meeting on July 18, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to R-3, Multi-Family Residential Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and,
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to R-3, Multi-Family Residential Suburban District, subject to the following conditions:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$291.84**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: _____



Bert Hoffman

Deputy Director of Long Range Planning



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

July 31, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on July 18, 2024 considered the request of **Anganette Williams, Branches of Life, LLC** for a change in zoning from **R-3, Multi-Family Residential Suburban District**, to **R-3, Multi-Family Residential Suburban District**, to remove a previous condition of rezoning approval limiting use of the site to an assisted living center for the property located at **6411 Howells Ferry Road**.

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

Copies of the application and reports are attached.

Sincerely,

Bert Hoffman
Deputy Director, Long Range Planning Department

dla
Attachments



HELMSING
LEACH
ATTORNEYS AT LAW

KERI RENEE COUMANIS
Direct Dial: 251-432-5521
E-Mail: krc@helmsinglaw.com

July 29, 2024

VIA HAND DELIVERY

The City of Mobile, Alabama
Mobile City Planning Commission

Re: District 7 Rezoning from Multi-Family Residential Suburban District (R-3) to Multi-Family Residential Suburban District (R-3), to remove a previous condition of rezoning approval limiting use of the site to an assisted living center.

Dear Mobile City Planning Commission:

Enclosed, please find a copy of your letter to Angenette Williams, Branches of Life, LLC, along with a check in the amount of \$291.84, made payable to the City of Mobile, for the advertising fee for the above referenced application.

Please contact me should you have any questions.

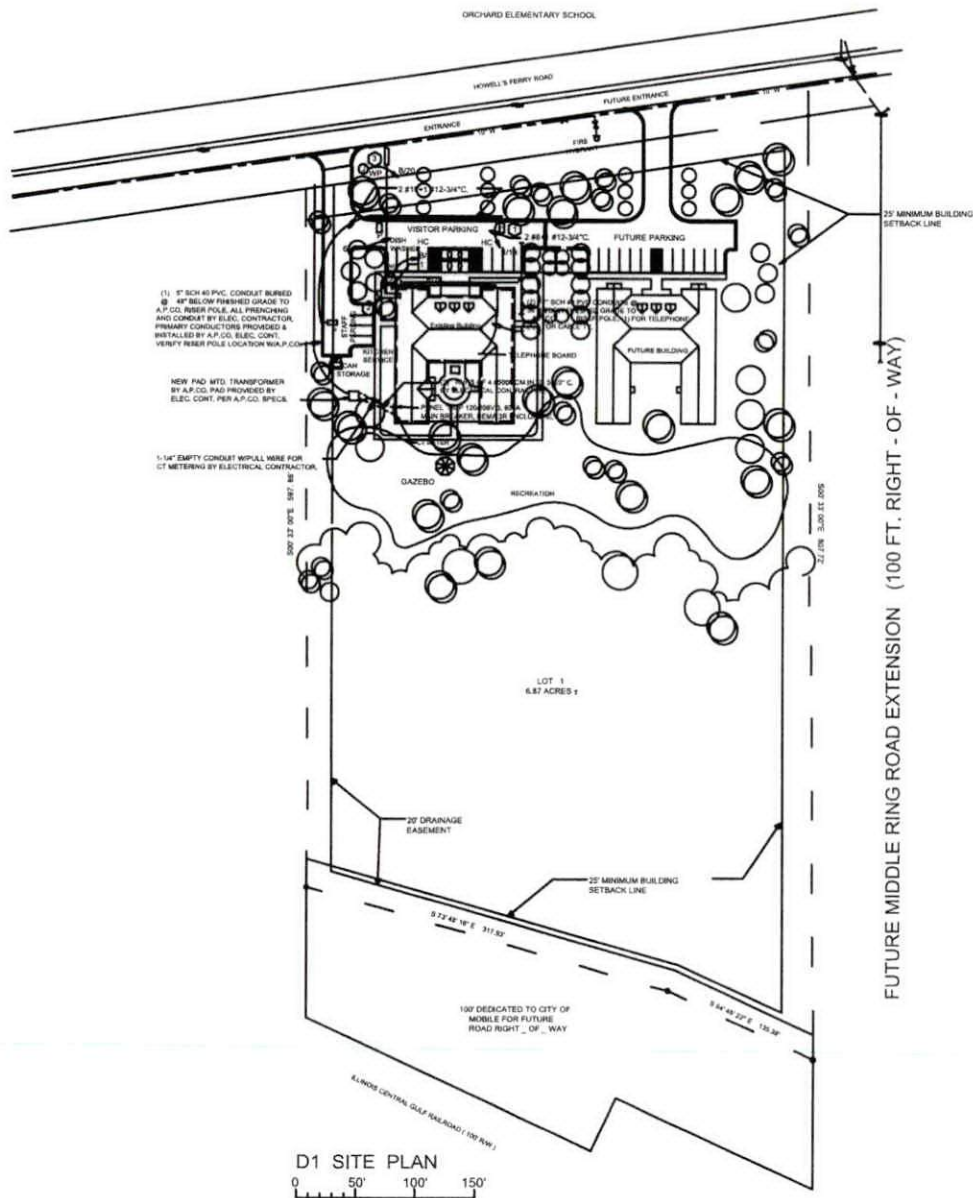
FOR THE FIRM,

Keri Coumanis

KRC/khb
Enclosures

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com
Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC



- NOTES**
- CONTRACTOR SHALL VERIFY EXACT LOCATION OF MAIN SANITARY SEWER LINE AND MAKE CONNECTION.
 - REMOTE MARIJUANA CONNECTION. SEE ARCHITECTURAL DRAWING FOR EXACT LOCATION.
 - ABOVE GROUND DOUBLE CHECK BACKFLOW PREVENTER EQUAL TO WATTS SERIES FOR BACKFLOW PREVENTER TO BE PAINTED COLOR TO BE SELECTED BY ARCHITECT. PROVIDE HEAT TRACE AND INSULATION.

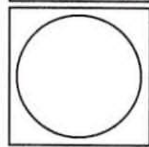
Parking Compliance Requirements: 1 + 1 per 4 bedrooms

Total Bedrooms = 16
 Parking Required = 5 spaces
 Parking Provided = 16 spaces

Note:
 Owner/occupant acknowledges any changes in the scope of operations or to the Site, including the construction of the "Future Building" will require an additional Conditional Use Permit Approval.
 Dated: July 18, 2024.

REVISED
 07/22/2024

ARCHITECTURE AND DESIGN, INC.
 1102 S. Daughlin Street
 Mobile, Alabama 36604
 334.435.7888



MOBILE, ALABAMA
 6411 HOWELL'S FERRY ROAD

Sheet Title
SITE PLAN

REVISIONS		
No.	Date	Description

Project No. 9816
 Date 24 MARCH 1997
 Sheet No. **U1**
 ADPH A-97-197



Hoffman, Bert

From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Friday, July 19, 2024 4:26 PM
To: Hoffman, Bert; Anderson, Logan
Subject: RE: Revised Site Plan: 6411 Howells Ferry Road
Attachments: Site plan with parking and occupancy requirements added.pdf

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

Good afternoon,

Please see attached, revised site plan to include parking information and confirmation that the CUP is limited to the current structure and occupancy.

The owners are anxious to move forward to the City Council.

Thank you and have a great weekend,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 432-5521
www.helmsinglaw.com

From: Hoffman, Bert <hoffmanb@cityofmobile.org>
Sent: Thursday, July 18, 2024 3:17 PM
To: Keri Coumanis <KRC@helmsinglaw.com>
Subject: RE: Revised Site Plan: 6411 Howells Ferry Road

Thank you.

Bert Hoffman

Long Range Planning
BUILD MOBILE
hoffmanb@cityofmobile.org
(251) 208-5895

From: Keri Coumanis <KRC@helmsinglaw.com>

Sent: Thursday, July 18, 2024 1:59 PM

To: Hoffman, Bert <hoffmanb@cityofmobile.org>; Anderson, Logan <dlogananderson@cityofmobile.org>

Subject: Revised Site Plan: 6411 Howells Ferry Road

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

Please see attached, a revised site plan to include parking information.

Keri



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 19, 2024

Anganette Williams
Branches of Life, LLC
6411 Howells Ferry Road
Mobile, Alabama 36618

Re: 6411 Howells Ferry Road
ZON-UDC-002993-2024
Anganette Williams, Branches of Life, LLC (Keri Coumanis, Helmsing Leach, P.C. Agent)
District 7
Rezoning from Multi-Family Residential Suburban District (R-3) to Multi-Family Residential Suburban District (R-3), to remove a previous condition of rezoning approval limiting use of the site to an assisted living center.

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

At its meeting on July 18, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to R-3, Multi-Family Residential Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and,
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-002993-2024 6411 Howells Ferry Road
July 19, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property to R-3, Multi-Family Residential Suburban District, subject to the following conditions:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$291.84**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: _____

Bert Hoffman

Deputy Director of Long Range Planning



Planning Commission Application

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

Fees

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

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

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

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

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

☒ **Conditional Use Permits**

Checklist A

☐ **Planned Development**

Checklist C

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

Checklist B

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

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Anganette Williams	Keri R. Coumanis
Firm:	Branches of Life, LLC	Helmsing Leach, P.C.
Phone:	251-680-3182	251-432-5521
Email:	anganette@yahoo.com	krc@helmsinglaw.com
Address:	6411 Howells Ferry Road, Mobile, AL 36618	PO Box 2767, Mobile, AL 36652

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	Anganette Williams d/b/a	N/A
Firm:	Serenity Senior Care, LLC	
Phone:	251-680-3182	
Email:	anganette@yahoo.com	
Address:	6411 Howells Ferry Road, Mobile, AL 36618	

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

6411 Howells Ferry Road, Mobile, AL 36618	6.9 acres
Property Address 2803054000042002; Key No. 2039029	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) R-3 with use restriction	R-3
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

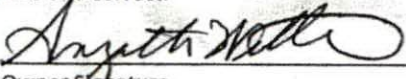
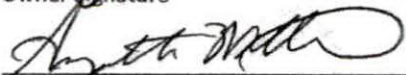
This requirement applies to any of the following applications:

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

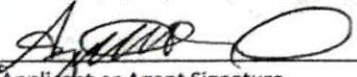
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

	
Owner Signature	Date
	
Applicant or Agent Signature (if applicable)	Date

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

	
Applicant or Agent Signature	Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The subject property is currently zoned R-3 and houses a multifamily structure; however, this zoning is the subject of use restriction. See Ord. No. 64-015 ("site to be used for assisted living facility only"). The purpose of this rezoning is to remove the use restriction so that the current structure may be used as a community residential facility for young women, ages 13-18. The proposal aligns with the Map for Mobile because it provides an alternative housing arrangement; thereby meeting the City's goal to provide a "mix of housing types that provides for residents' diverse needs." See Map for Mobile, pg. 7.

Low Density Residential

Future Land Use Map (FLUM) Designation

R--3

Requested Zoning

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

If yes, describe the error

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

The proposal will address and meet a community need by providing housing, in cooperation with the State of Alabama Department of Human Resources, to a segment of the youth population in need of housing and who lack any other alternatives.

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

There is an increased need for a mix of housing options, accommodating a wide variety of needs. The structure on this site has been vacant for many years. Removing the use restriction allows the facility to be used to meet the needs of the community.

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

1. Describe the current development trends in the area of the property.
The property was rezoned in 1997 from R-1 to R-3. There have not been any more recent development trends.

2. Describe the surrounding land uses.
The property sits directly across the street from an established elementary school; adjacent to this property, both east and west of the school, are established single family neighborhoods. This property is unusual because it is bordered, to the east, by unopened ROW and to the south by a rail line. The property immediately to the west is undeveloped parcel, which is also bound on its western and southern property lines by the rail line.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
Branches of Life does not foresee any adverse impacts; the proposed use is materially similar to the site's former use as an assisted living facility. Because the proposed use will house a younger generation of clients, there will be less impacts to the neighborhood (for example, no emergency response vehicles).

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
Yes; the property was formerly used as an assisted living facility. The proposed residential facility will not place any more burden on the utilities.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
The proposal serves a community need -- to house minors in need of housing. The caregivers at the facility will be working with the residents to ensure they maintain their education and create a plan for their future.

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

To the applicant's best knowledge, there are no specific area plans pertaining to this site.



Plan Submission Contact Information

Name of Project Branches of Life, LLC

Address 6411 Howell's Ferry Road

Owner Anganette Williams d/b/a Serenity Senior Care, LLC

Address 6411 Howell's Ferry Road Zip Code 36618

Phone 251-680-3182 Fax _____ Email anganette@yahoo.com

Authorized Agent Keri Coumanis

Address 150 Government St., PO Box 2767 Zip Code 36652

Phone 2514325521 Fax _____ Email krc@helmsinglaw.com

Contractor N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:  Keri Coumanis

Signature _____ Print _____

6/17/2024 agent

Date _____ Affiliation to project/Organization _____

	Owner	Design Professional
Name:	Anganette Williams d/b/a	N/A
Firm:	Serenity Senior Care, LLC	
Phone:	251-680-3182	
Email:	anganette@yahoo.com	
Address:	6411 Howells Ferry Road, Mobile, AL 36618	

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

6411 Howells Ferry Road, Mobile, AL 36618	6.9 acres
Property Address 2803054000042002; Key No. 2039029	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) R-3 with use restriction	R-3
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

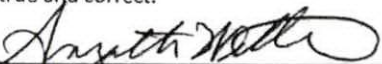
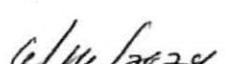
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- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

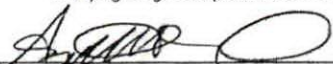
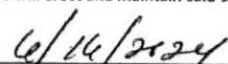
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

	
Owner Signature	Date
	
Applicant or Agent Signature (if applicable)	Date
	

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

	
Applicant or Agent Signature	Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2013



AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

Commencing at the existing and accepted Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 5, Township 4 South, Range 2 West; said point being marked by an old concrete monument; thence North 00 degrees 33 minutes West and along the East line of the said Northeast Quarter of the Southeast Quarter and also being along the center line of Middle Ring Road Extension right-of-way (80 foot right-of-way not open) 848.39 feet to a point on the South right-of-way line of Howell's Ferry Road; thence South 81 degrees 31 minutes 27 seconds West and along the South right-of-way line of said road, 40.39 feet to the point of beginning; thence continue South 81 degrees 31 minutes 27 seconds West and along the South right-of-way line of Howell's Ferry Road 450.65 feet; thence South 00 degrees 33 minutes East 708.92 feet to a point on the North right-of-way line of the Illinois Central Gulf Railroad; thence South 64 degrees 45 minutes 22 seconds East and along the North right-of-way line of said railroad, 265.64 feet; thence North 25 degrees 14 minutes 38 seconds East and continuing along the North right-of-way line of said railroad, 50.00 feet; thence South 64 degrees 45 minutes 22 seconds East and continuing along the North right-of-way line of said railroad 205.93 feet; thence North 00 degrees 33 minutes West and along the West right-of-way line of Middle Ring Road Extension (80 foot right-of-way not open), 931.24 feet to the point of beginning. Containing 8.44 acres, more or less.

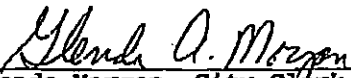
The classification of said property is hereby changed from R-1, Single-Family Residential District to R-3, Multiple-Family Residential District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multiple-Family Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multiple-Family Residential District until all of the conditions setforth below have been complied with: (1) dedication of 20' along Middle Ring Road right-of-way, in conformance with the Major Street Plan; (2) dedication of 100' along the south property line, in conformance with the Major Street Plan, exact location and design to be approved by the City Engineering Department and the Traffic Engineer; (3) denial of direct access to Middle Ring Road and Wulff Road Extension; (4) limited to the site plan submitted, as required to be revised by these approvals; (5) submission of a subdivision application or documentation to establish the parcel as a legal lot of record; and (6) Site to be used for Assissted Living Facility only; (7) full compliance with all municipal codes and ordinances, including the tree planting requirements of the Zoning Ordinances and the sidewalk requirements of the Subdivision Regulations.

AN ORDINANCE

1996

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

adopted: MAR 18 1997



Glenda Morgan, City Clerk

Applicant

June Mayson (James H. Smith, Owner)
South side of Howell's Ferry Road, 300'+ West of Thistlewaite
Drive.
Council District 7

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
The meeting was held on Monday, June 17, at Orchard Elementary school. Please see attached notification letter with the date and time of the meeting.

2. What information was presented at the meeting?
Ms. Williams and Ms. Sewell told the attendees a little about who they are and what the Branches of Life facility will be. Ms. Sewell spoke about the need for a residential home for girls in our community, given the lack of foster parents.

3. What concerns were raised during the meeting?
Two citizens were in attendance. One asked whether transgender youth would be placed in the facility. Ms. Barnes, a Baldwin County DHR social worker, said no. The other attendee asked whether the facility would ever be turned into a facility for boys. The speakers explained, no, because there is not a need for a boys facility.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
No.

Neighborhood Meeting

Date: 6/17/2024

Time: 6:00

Location of Neighborhood Meeting: Orchard Elementary

Project Location: 6411 Howells Ferry Rd. Mobile, AL 36618

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

Applicant's Signature Attesting to the Accuracy of This Sheet:

x  Date: 6/17/2024

Please Sign In:

Name: DIANE ANTRAM Email: _____

Address: 1717 Thistlewaite Dr Phone: 251-377-0308

Name: David Johnson Email: _____

Address: _____ Phone: 251-406-0228

Name: Radjanique Barnes Email: _____

Address: _____ Phone: 251-210-7064

Name: Sheri Sewell-Holt Email: sheri.sewell@yahoo.com

Address: _____ Phone: 251-585-3074

Neighborhood Meeting Sign-In Sheet

Date: 6/17/2024
Applicant: Anjanette Williams

Meeting Location: Orchard Elementary
Application(s): Rezoning and Conditional Use Perm

Name: Anjanette Williams Email: anjanette@yahoo.com
Address: 1617 Danham Dr. Mobile, AL 36618 Phone: 251-680-3182

Name: Shalinda Sewell Email: shalindasewell@yahoo.com
Address: 273 Cedar Dr. Mobile, AL 36617 Phone: 251-583-4641

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

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

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

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

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

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

Neighborhood Meeting Summary

Meeting Date: 6/17/2024 _____

Meeting Time: 6:00 p.m. _____

Meeting Location: _____
Orchard Elementary School Gymnasium

Below is a summary of the proposed project presented at the Neighborhood Meeting:
Branches of Life envision a world where every young girl regardless of background or challenges she has faced is empowered to realize her full potential and lead a life marked by success, resilience, and fulfillment. We strive to become a beacon of hope and transformation, where our residents not only overcome their immediate circumstances but also emerge as leaders and changemakers within their communities. Our vision extends beyond the walls of our residential home, aiming for a future where society embraces and supports the growth and contributions of its young women, recognizing their strength, diversity, and potential to shape a brighter and more inclusive world.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Brochure

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

The meeting started at 6:00pm. Introduction speaker was made by Sheri Sewell-Hale Executive Director of Operation Aneanatte Williams (Owner) and Shalonda Sewell (Owner). Rodianlque Barnes (Social worker) Baldwin County Department of Human Resources. After the introductions were done, Shalonda Sewell spoke about why the need for this residential facility is needed. She stated that the facility is needed for the girls due to the lack of girl's homes and foster parents. Aneanatte Williams spoke on why she initially purchased the facility and why she decided to turn it into a residential home for girls. Rodianlque shared information about the foster care system, why foster parents are important and why a facility like Branches of Life will serve as a safe haven for children in the custody of the Department of Human Resources. Only two members in the 300ft distance of the facility attended the meeting. Mrs. Sewell-Hale then opened the floor for question. David Johnson asked about transgender being housed in the facility and Ms. Barnes stated

that DHR does their best to place those children in a home where there are no other children in the home. Diana Anitriam asked would we ever consider transitioning the center into a boy's home and the answer was no because there is not a need for a boys' facility. All questions were answered, and the meeting ended at 6:45 p.m.

NEIGHBOR NOTIFICATION

RE: Branches of Life LLC

6411 Howells Ferry Rd.

Mobile, AL 36618

Dear Resident,

Please be advised that the Mobile City Planning Commission will be reviewing an application for Rezoning and Conditional Use Permit approval for Branches of Life LLC. Applicant must notify all property owners within a 300-foot radius of the property.

The purpose of this letter is to inform you that Our mission is "At Branches of Life, we are dedicated to fostering a nurturing and empowering environment for girls aged 13-18. We believe in creating a haven that supports personal growth, healing, and education. Our mission is to inspire and equip each young woman with the confidence, life skills, and resilience needed to navigate their formative years successfully. Through personalized care, mentorship, and community engagement, we aim to empower our residents to reach their full potential, pursue their dreams, and make a positive impact on the world. We are committed to nurturing the unique strengths and talents of everyone, fostering a sense of belonging and community, and preparing them for a future filled with hope and possibilities. Branches of Life stands as a testament to the enduring power of support, growth, and empowerment, ensuring that every young woman can thrive and blossom into her best self."

A neighborhood meeting is scheduled at Orchard Elementary School gymnasium 6400 Howells Ferry Rd. for June 17, 2024 @ 6 P.M.

This letter will be the only notice delivered to your home regardless of the project duration, except for the public meeting scheduled for July 18, 2024, time TBD.

The Mobile City Planning Commission schedule is located on the internet: www.buildmobile.org then click on Boards & Commissions.

Very truly yours,

Anganatte Williams

NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application

Request: Rezoning & Conditional Use Permit

Applicant: Shalonda Sewell

Phone#: 251.583.4641

Meeting Date: JUNE 17, 2024

Meeting Time: 6:00 PM

6400 Howells Ferry Rd

Meeting Location: Orville Elementary School Mobile Alabama 36688

Inst. # 2022032029 Pages: 1 of 3 I certify this instrument filed on: 5/4/2022 4:45 PM
Doc: D Don Davis, Judge of Probate Mobile County, AL Rec: \$20.50 DeedTx: \$600.00 MinT:
Clerk: KROBINSON ERecorded

REAL ESTATE VALIDATION FORM

The following information is provided pursuant to Alabama Code §40-22-1, and is verified by the signature of Grantor below:

Grantor's Name: HFR Investments, LLC

Mailing Address: 25325 Lakeside Terrace, Loxley, AL 36551

Grantee's Name: Serenity Senior Care LLC

Mailing Address: 6411 Howells Ferry Road, Mobile, AL 36618

Property Address: 6411 Howells Ferry Road, Mobile, AL 36618

Date of Sale: May 4th, 2022

Purchase Price: 600,000.00

Loan Amount: 500,000.00

Equity: 100,000.00

State of Alabama

County of Mobile

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **HFR Investments, LLC**, an Alabama Limited Liability Company, hereinafter the **GRANTOR**, in consideration of the sum of SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00) and other good and valuable consideration hereby acknowledged to have been paid to the said **GRANTOR** by **Serenity Senior Care LLC**, an Alabama Limited Liability Company, hereinafter called the **GRANTEE**, does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

Lot 1, The Woodlands West, according to the map or plat thereof recorded in Map Book 73, Page 10 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

Property located at: 6411 Howells Ferry Road, Mobile, AL 36618

This conveyance is made subject to the following:

1. All interest in and to all oil, gas and other minerals in, on and/or under the said property including, but not limited to all oil, gas, sand and gravel in, on and under the said real property and all rights in connection therewith which have been previously conveyed to or reserved by others.
2. Building and setback lines, restrictions, covenants and conditions of record.
3. Building setback line, drainage and utility line easements and notes or restrictions as shown on recorded plat of said subdivision.
4. Easement granted Alabama Power Company by instrument recorded in Deed Book 231, Page 496.
5. Easement granted Alabama Power Company by instrument recorded in Real Property Book 4564, Page 911.
6. Mineral Deed recorded in Deed Book 373, Page 526.
7. Dedication to the City of Mobile for Wulff Road extension right-of-way as shown on plat recorded in Map Book 73, Page 10 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

together with all the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, in the manner and interest as set forth and stated hereinabove, and unto its successors and assigns, forever.

And, except as to taxes hereafter falling due, which are assumed by the Grantee, and except as herein otherwise provided, said Grantor does for itself and for its successors and assigns, hereby covenant with the Grantee herein, its successors and assigns, that the Grantor is seized of an indefeasible estate in fee simple in and to said property; that said property is free and clear of all encumbrances, and that the Grantor does hereby forever WARRANT AND DEFEND the title thereto, and the peaceable possession thereof unto the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal on this the 4th day of May, 2022.

HFR Investments, LLC, an Alabama Limited Liability Company

By: 
Greg Gontarski, member

Inst. # 2022032029, at 5/4/2022 4:45 PM, of 3

STATE OF Al)COUNTY OF Baldwin)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Greg Gontarski**, whose name as member of **HFR Investments, LLC**, an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 4th day of May, 2022.

Melissa Fagan

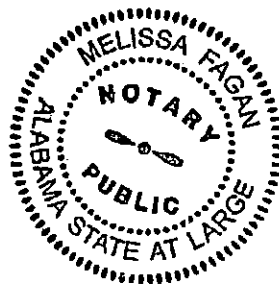
NOTARY PUBLIC

My Commission Expires: 9-7-24

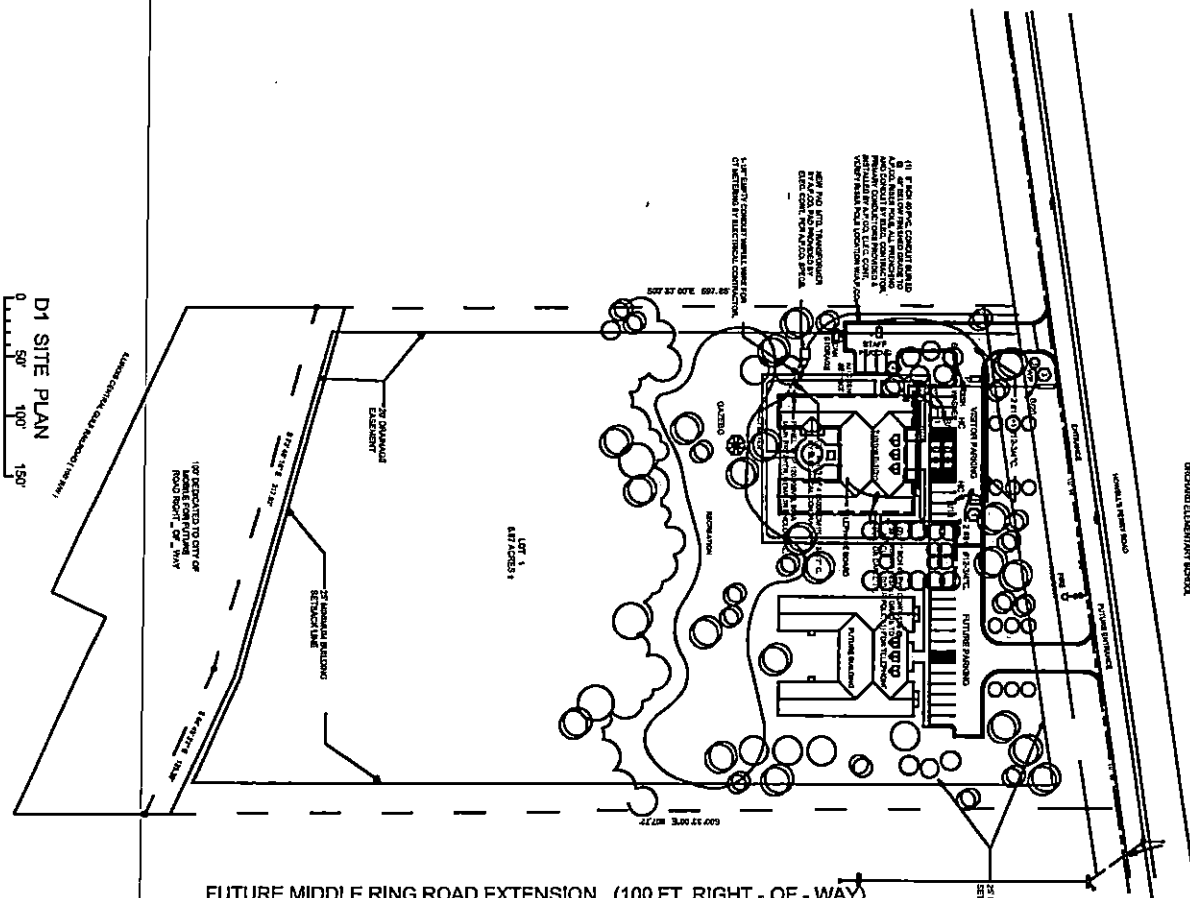
(official seal)

This instrument prepared by:

Korinne Lassiter, Esq., 1058 West Schmitt Rd, Rossville, GA 30741



GROUNDED ELEMENTARY SCHOOL



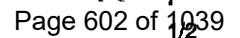
D1 SITE PLAN
0 50' 100' 150'

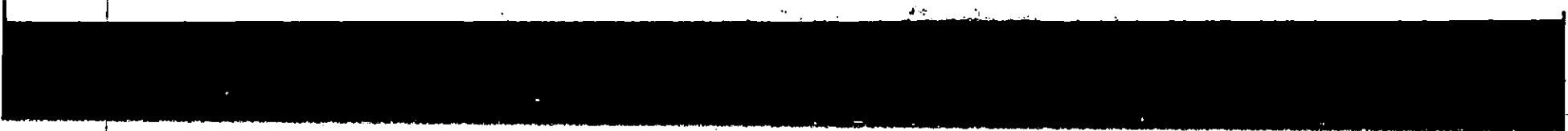
FUTURE MIDDLE RING ROAD EXTENSION (100 FT. RIGHT - OF - WAY)

- NOTES:
1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ALABAMA BUILDING CODE.
 2. ALL UTILITIES SHALL BE DEEPLY REVEALED PRIOR TO CONSTRUCTION.
 3. THE EXISTING UTILITIES SHOWN ON THE EXISTING SITE PLAN SHALL BE MAINTAINED AND PROTECTED.
 4. THE EXISTING UTILITIES SHOWN ON THE EXISTING SITE PLAN SHALL BE MAINTAINED AND PROTECTED.
 5. THE EXISTING UTILITIES SHOWN ON THE EXISTING SITE PLAN SHALL BE MAINTAINED AND PROTECTED.



REVISIONS No. Date Description 1 03/24/97 1 2 03/24/97 2 3 03/24/97 3 4 03/24/97 4 5 03/24/97 5 6 03/24/97 6 7 03/24/97 7 8 03/24/97 8 9 03/24/97 9 10 03/24/97 10 11 03/24/97 11 12 03/24/97 12 13 03/24/97 13 14 03/24/97 14 15 03/24/97 15 16 03/24/97 16 17 03/24/97 17 18 03/24/97 18 19 03/24/97 19 20 03/24/97 20 21 03/24/97 21 22 03/24/97 22 23 03/24/97 23 24 03/24/97 24 25 03/24/97 25 26 03/24/97 26 27 03/24/97 27 28 03/24/97 28 29 03/24/97 29 30 03/24/97 30 31 03/24/97 31 32 03/24/97 32 33 03/24/97 33 34 03/24/97 34 35 03/24/97 35 36 03/24/97 36 37 03/24/97 37 38 03/24/97 38 39 03/24/97 39 40 03/24/97 40 41 03/24/97 41 42 03/24/97 42 43 03/24/97 43 44 03/24/97 44 45 03/24/97 45 46 03/24/97 46 47 03/24/97 47 48 03/24/97 48 49 03/24/97 49 50 03/24/97 50 51 03/24/97 51 52 03/24/97 52 53 03/24/97 53 54 03/24/97 54 55 03/24/97 55 56 03/24/97 56 57 03/24/97 57 58 03/24/97 58 59 03/24/97 59 60 03/24/97 60 61 03/24/97 61 62 03/24/97 62 63 03/24/97 63 64 03/24/97 64 65 03/24/97 65 66 03/24/97 66 67 03/24/97 67 68 03/24/97 68 69 03/24/97 69 70 03/24/97 70 71 03/24/97 71 72 03/24/97 72 73 03/24/97 73 74 03/24/97 74 75 03/24/97 75 76 03/24/97 76 77 03/24/97 77 78 03/24/97 78 79 03/24/97 79 80 03/24/97 80 81 03/24/97 81 82 03/24/97 82 83 03/24/97 83 84 03/24/97 84 85 03/24/97 85 86 03/24/97 86 87 03/24/97 87 88 03/24/97 88 89 03/24/97 89 90 03/24/97 90 91 03/24/97 91 92 03/24/97 92 93 03/24/97 93 94 03/24/97 94 95 03/24/97 95 96 03/24/97 96 97 03/24/97 97 98 03/24/97 98 99 03/24/97 99 100 03/24/97 100	Project No. 8016 Date 24 MARCH 1997 Sheet No. 1 ADPH A-97-197	6411 HOWELL'S FERRY ROAD MOBILE, ALABAMA	ARCHITECTURE AND DESIGN, INC. 1102 b dauphin street mobile, alabama 36604 334/433-7888 fax 334/433-7889
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Katrice Sullivan
1855 Summer Place Dr. W
Mobile, Al 36618

Melvin Polk Jr. 6937Axis St. SE
Lacey, WA 98513

Roosevelt & Lillie Samuels 1709
Thistle Dr.
Mobile, Al 36618

Antram Diane
1717 Thistlewaite Dr.
Mobile, Al 36618

Charles & Genieva King
P.O. Box 160606
Mobile, Al 36618

Carlos Nazario
1713 Thisttewaite Dr.
Mobile. Al 36575

Patrice Johnson 1601 Godwin
Lane
Mobile, Al 36618

Rashiadah Saafir 6401 Lance Ct.
Mobile, Al 36575

Board of Schools Commisioners
of Mobile County
1 Magnum Pass
Mobile, Al 36618

Harvey & Janita Mccreary 6405
Lance Ct.
Mobile, Al 36618

April Bell
6308 Howells Ferry Rd. Mobile,
Al 36618

Benjamin Carl& Mollie Frazier
1700 Princeton woods
Mobile, AL36618

Jessica Pettway
6304 Howells Ferry Rd Mobile,
Al 36618

John Smith
1555 Declaration CV
Conway, AR 72034

Mario & Clarice Osborne 6300
Howells Ferry Rd. Mobile, Al
36618

Marc Jean Prescott P.O.Box 1
Thomasville, AL36784

Jennifer Kennedy
1859 Summer Place Dr. w
Mobile, AL36618

Danny & Rebecca Weemes
6279 Howells Ferry Rd.
Mobile, AL36618

Katrice Sullivan
1855 Summer Place Dr. W
Mobile, Al 36618

Melvin Polk Jr. 6937 Axis St. SE
Lacey, WA 98513

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1859 Summer Place Dr. w
Mobile, AL 36618

Danny & Rebecca Weemes
6279 Howells Ferry Rd.
Mobile, AL 36618



Alabama Secretary of State



BRANCHES OF LIFE, LLC	
Entity ID Number	001-111-068
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	12/07/2023
Registered Agent Name	CORPORATE SERVICE CENTER, INC.
Registered Office Street Address	600 Boulevard South SW, Ste 104-P Huntsville, AL 35802
Registered Office Mailing Address	600 Boulevard South SW, Ste 104-P Huntsville, AL 35802
Nature of Business	
Organizers	
Organizer Name	Williams, Anganatte
Organizer Street Address	6411 Howells Ferry Rd Mobile, AL 36618
Organizer Mailing Address	6411 Howells Ferry Rd Mobile, AL 36618
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/07/2023 Certificate of Formation 4 pgs.

[Browse Results](#)
[New Search](#)



Alabama Secretary of State



Serenity Senior Care LLC	
Entity ID Number	001-003-598
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	02/18/2022
Registered Agent Name	Registered Agents Inc
Registered Office Street Address	212 W TROY ST STE B DOTHAN, AL 36303
Registered Office Mailing Address	212 W TROY ST STE B DOTHAN, AL 36303
Nature of Business	
Organizers	
Organizer Name	Williams, Anganatte
Organizer Street Address	PO BOX 180921 MOBILE, AL 36618
Organizer Mailing Address	PO BOX 180921 MOBILE, AL 36618
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/18/2022 Certificate of Formation 3 pgs.

[Browse Results](#)
[New Search](#)



Corporate Letter of Authorization

I, Angawatte Williams, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Branches of Life, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 6411 Howell's Ferry Rd.

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

Kei Germanis
Designee (1)

251.432.5321
Email
kcehelm@siglan.com
Phone Number

Angawatte Williams
Signature of Company Owner

Designee (2)

Email
Phone Number

6/14/2024
Date

Attn: Sheri Sewell-Hale
Branches of Life
6411 Howell's Ferry Road
Mobile, AL 36618

Keri Coumanis
Helmsing Leach, PC
PO Box 2767
Mobile, AL 36652

Danny & Rebecca Weems
Revocable Living Family Trust
6279 Howells Ferry Rd.
Mobile, AL 36618



Agenda Item # 12

ZON-UDC-002993-2024 & ZON-CUP-002994-2024

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

[Applicant Materials for Consideration – Rezoning](#)

[Applicant Materials for Consideration – Conditional Use Permit](#)

DETAILS

Location:

6411 Howells Ferry Road

Applicant / Agent:

Keri R. Coumanis, Helmsing Leach, P.C.

Property Owners:

Anganette Williams, Branches of Life, LLC

Current Zoning:

R-3, Multi-Family Residential Suburban District

Proposed Zoning:

R-3, Multi-Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-3, Multi-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District to remove a previous condition of rezoning approval limiting use of the site to an assisted living center.
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.
- Conditional Use Permit to allow a Community Residence for 16 persons in an R-3, Multi-Family Residential Suburban District.

Commission Considerations:

1. Rezoning with two (2) conditions; and
2. To allow a Community Residence for 16 persons with ten (10) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	12	DATE	July 18, 2024
APPLICANT	Anganette Williams, Branches of Life, LLC		
REQUEST	Conditional Use Permit, Rezoning from R-3 to R-3		


 NTS

SITE HISTORY

The site was the subject of one-lot subdivision approval by the Planning Commission in December 1996, the plat for which was subsequently recorded in Mobile County Probate Court. The Planning Commission also approved a request for Planning Approval to allow use of the property as an assisted living facility in an R-1, Single-Family Residential District.

Rezoning of the site to R-3, Multi-Family Residential District, was adopted by City Council at its March 18, 1997 meeting with the following conditions:

1. Dedication of 20' along Middle Ring Road right-of-way, in conformance with the Major Street Plan;
2. Dedication of 100' along the south property line, in conformance with the Major Street Plan, exact location and design to be approved by the City Engineering Department and the Traffic Engineer;
3. Denial of direct access to Middle Ring Road and Wulff Road Extension;
4. Limited to the site plan submitted, as required to be revised by [the] approvals;
5. Submission of a subdivision application or documentation to establish the parcel as a legal lot of record;
6. Site to be used for Assisted Living Facility only; and
7. Full compliance with all municipal codes and ordinances, including the tree planting requirements of the Zoning Ordinance and the sidewalk requirements of the Subdivision Regulations.

There are no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Rezoning

The purpose of the rezoning request is to remove a previous condition of rezoning approval limiting use of the site to an assisted living facility.

The site is across the street from an elementary school zoned R-1, Single-Family Residential District, to the North; it adjoins vacant property zoned R-1, Single-Family Residential Suburban District, to the West; and is adjacent to public, unopened street right-of-way to the East, and railroad right-of-way and unopened street right-of-way to the South. To the East of the unopened street right-of-way are properties zoned R-1, Single-Family Residential Suburban District, most of which are developed with single-family dwellings.

The applicant submitted a site plan depicting the existing building that was most recently used as an assisted living facility. Future improvements to the site are also illustrated and include a second building and additional parking. No timeline was submitted outlining when these improvements will be made.

It should be noted that another condition of approval of the rezoning limited development of the site to the original site plan of the assisted living facility, which depicted the aforementioned improvements as a future phase. As the applicant states that they only propose to use the existing facility at this time, if development of the future phase is anticipated, the applicant will need to first obtain approval of a modified Conditional Use Permit.

Minutes from the July 11, 1996 Planning Commission meeting, at which the rezoning was initially considered, indicate that use of the property as an assisted living facility was not a concern for neighboring property owners; they were, however, concerned that an R-3 zoning designation would allow other uses of the property that would not be compatible with the surrounding neighborhood. As a result, the Planning Commission and City Council approved the rezoning with the use restriction.

At the neighborhood meeting held for the purpose of discussing the rezoning application at hand, no objections to the request were noted.

Conditional Use Permit

The applicant is requesting a Conditional Use Permit to allow use of the existing building on the property as a Community Residence for 16 people. Specifically, the applicant would like to operate a residential facility where girls aged 13-18 will be provided counseling, educational services, work force training, and any other assistance necessary to meet their needs. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report. In summary, the applicant suggests that use of the property as a community residence for 16 people is similar enough to the former assisted living facility such that it will maintain the existing character of the surrounding neighborhood.

As mentioned, the applicant submitted a site plan depicting the existing building that was most recently used as an assisted living facility. Future improvements to the site are also illustrated and include a second building and additional parking. No timeline was submitted outlining when these improvements will be made.

There are 24 parking spaces illustrated on the site plan, but staff cannot determine if this is an adequate amount of parking as no parking calculations are provided. According to Table 64-3-12.1 in Article 3 of the Unified Development Code (UDC), one (1) parking space is required per four (4) bedrooms. As such, if approved, a table with the required parking calculations should be provided on a revised site plan, including the number of existing and proposed bedrooms.

As mentioned, the applicant has stated that their intent is to use the existing building. As such, if development of the future phase is anticipated, the applicant will need to a new Conditional Use Permit application.

Prior to recording of the site plan in Mobile County Probate Court, a revised plan stating that a new Conditional Use Permit application will be required for the proposed second building.

The applicant states in their narrative that the residents will be on-site 24 hours each day, and that the facility will have two (2) employee shifts. The applicant did not provide the number of employees.

It should that, if approved, the Community Residence will be limited to the scope of operations within the existing building provided with this application, including the number of people being cared for. Any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council. This information should be provided as a note on the revised site plan.

REZONING CONSIDERATIONS

Standards of Review:

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

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not

a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

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

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

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

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to R-3, the following conditions could apply:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and
2. Full compliance with all municipal codes and ordinances.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:

- (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
 3. Will not impede the orderly development and improvement of surrounding property; and
 4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
 5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
 6. Is designed to minimize the impact on storm water facilities;
 7. Will be adequately served by water and sanitary sewer services;
 8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
 9. Shall not be detrimental to or endanger the public health, safety or general welfare.
 10. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
 11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to Community Residences with more than five (5) residences, which include:

- A. The applicant demonstrates that the proposed Community Residence will be compatible with the residential uses allowed as of Right in the Zoning District;
- B. When the proposed Community Residence would be located in a single-family zoning district, the Applicant demonstrates that the proposed Community Residence will not alter the residential stability of the single-family zoning district;
- C. The Applicant specifies by how many individuals it wishes to exceed the as of right maximum of four (4) residents and adequately demonstrates the financial and/or therapeutic need to house the proposed number of residents;
- D. The primary function of the proposed Community Residence is residential where any treatment is merely incidental to the residential use of the property;
- E. The Applicant demonstrates that it will ensure that the proposed Community Residence emulates a biological family and operates as a functional family rather than as an institution, boarding house, Nursing Home, short-term rental, continuing care facility, Hotel/Motel, treatment center, rehabilitation center or a non-residential use;
- F. The Applicant demonstrates that the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

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

Considerations:

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

- 1) Completion of the rezoning process to remove the condition limiting use of the site to an assisted living facility;
- 2) Use is limited to the existing building;
- 3) Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces for use of the existing facility;
- 4) Placement of a note on the revised site plan stating any changes in the scope of operations (number of residences, hours of operation, etc.) or to the site (parking layout, number of buildings, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council;
- 5) Compliance with all Engineering comments noted in this staff report;
- 6) Compliance with all Traffic Engineering comments noted in this staff report;
- 7) Compliance with all Urban Forestry comments noted in this staff report;
- 8) Compliance with all Fire Department comments noted in this staff report;
- 9) Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
- 10) Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



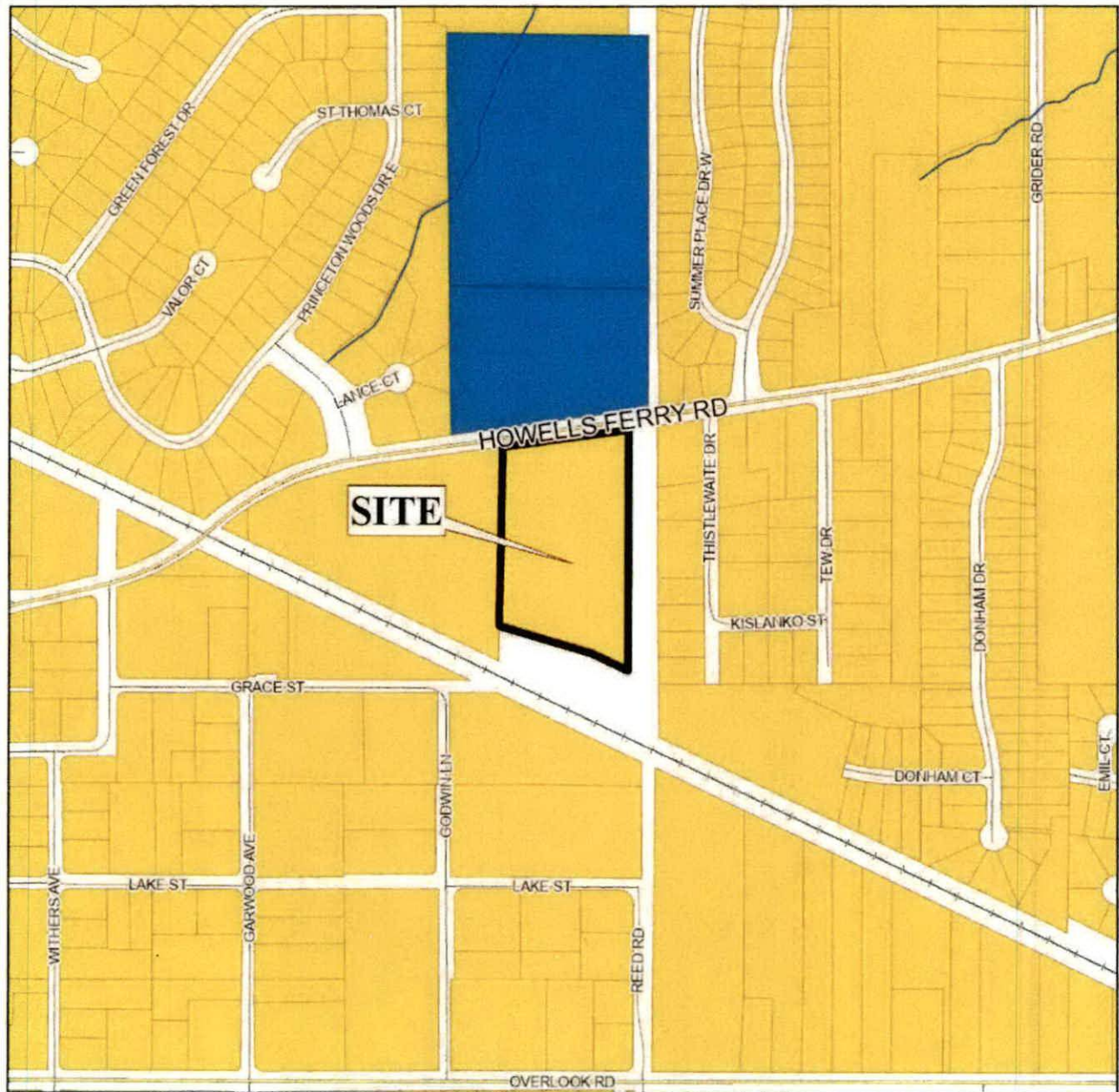
APPLICATION NUMBER 12 DATE July 18, 2024

APPLICANT Anganette Williams, Branches of Life, LLC

REQUEST Conditional Use Permit, Rezoning from R-3 to R-3



FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE July 18, 2024

APPLICANT Anganette Williams, Branches of Life, LLC

REQUEST Conditional Use Permit, Rezoning from R-3 to R-3

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 12 DATE July 18, 2024

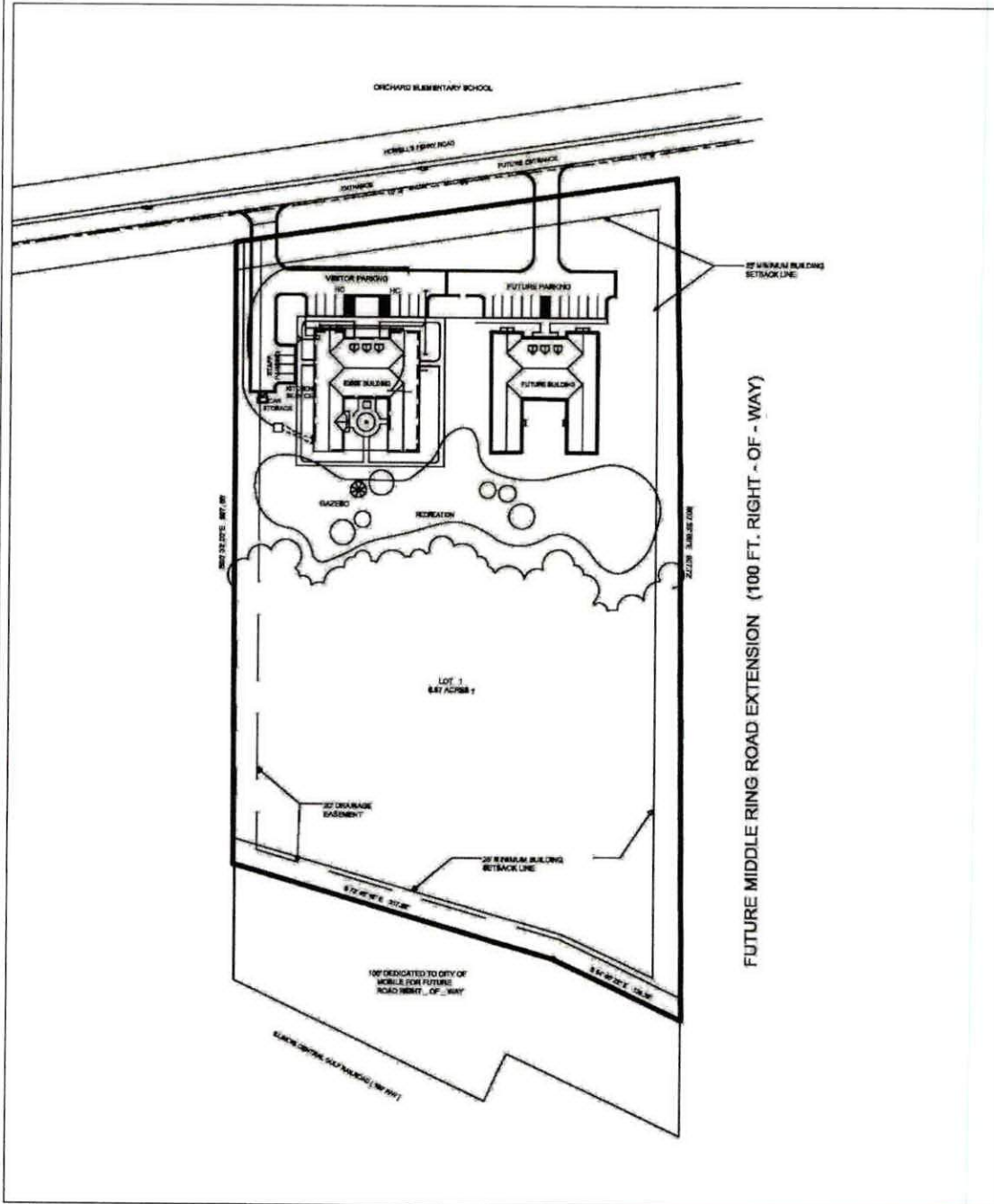
APPLICANT Anganette Williams, Branches of Life, LLC

REQUEST Conditional Use Permit, Rezoning from R-3 to R-3

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



SITE PLAN



The site plan illustrates the existing building, proposed building, parking, setbacks, and easements.

APPLICATION NUMBER	12	DATE	July 18, 2024	 NTS
APPLICANT	Anganette Williams, Branches of Life, LLC			
REQUEST	Conditional Use Permit, Rezoning from R-3 to R-3			

ZONING DISTRICT CORRESPONDENCE MATRIX

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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

RESOLUTION

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to Section 16-17-5 of the Code of Alabama (1975), the City Council does hereby approve, elect and authorize the following persons as members of the board of directors of the Spring Hill College Educational Building Authority of Mobile for staggered terms as follows:

Kristin Pfeffle for a term which shall begin immediately upon her election and shall end at noon on the second Monday of November, 2030;

Cory Bronenkamp for a term which shall begin immediately upon his election and shall end at noon on the second Monday of November, 2030;

Irving Silver for a term which shall begin immediately upon his election and shall end at noon on the second Monday of November, 2030;

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

RESOLUTION

Sponsored by: *CJ Small, Councilmember District 3*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$5,359.40 be transferred from the District 3 General Fund, Discretionary Account DSC-03, from General Fund Account 10041020-42080 to the Mobile Police Department Special Ops Account 10041534-43130 and will be used to assist with 3's "DIP Christmas Parade" which was held in December 2023.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

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/Table Wine (On or Off Premises) License

Submitted by: K and D Seafood LLC

Location: K and D Seafood
4940 Government Boulevard
Mobile, AL 36693

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/26/2024	NEW APPLICATION	2024 - 5683	109652	4	September 10, 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)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

K AND D SEAFOOD LLC

Trade Name (DBA)

K AND D SEAFOOD

Location Address

4940 GOVERNMENT BLVD

City, State, Zip Code

MOBILE AL 36693

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/26/2024	NEW APPLICATION	2024 - 5683	109652	4	September 10, 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)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

K AND D SEAFOOD LLC

Trade Name (DBA)

K AND D SEAFOOD

Location Address

4940 GOVERNMENT BLVD

City, State, Zip Code

MOBILE AL 36693

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/26/2024	NEW APPLICATION	2024 - 5683	109652	4	September 10, 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)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

K AND D SEAFOOD LLC

Trade Name (DBA)

K AND D SEAFOOD

Location Address

4940 GOVERNMENT BLVD

City, State, Zip Code

MOBILE AL 36693

Contact Person Information				
Name	Title	POA	Phone	Email
PAUL NGUYEN		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? 04/17/2018

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 08/26/2024		Application Type NEW APPLICATION		Application Number 2024 - 5683		License Account # 109652		Council District 4		Council Agenda Date September 10, 2024	
License Type Applied for with Alabama ABC Board 040 - RETAIL BEER (ON OR OFF PREMISES)						2nd License Type Applied for with Alabama ABC Board 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)					
Business Information											
Legal Business Name K AND D SEAFOOD LLC						Trade Name (DBA) K AND D SEAFOOD					
Business Structure Type LLC - LIMITED LIABILITY COMPANY				Incorporation Date 04/16/2018		SOS Entity ID		State AL		County MOBILE	
Federal Tax ID (FEIN)			Alabama State Sales Tax ID			Business Phone Number					
Physical Address (Street Address, Suite #) 4940 GOVERNMENT BLVD						City MOBILE		State AL		Zip Code 36693	
Mailing Address (Street Address, Suite #, PO Box) 4940 GOVERNMENT BLVD						City MOBILE		State AL		Zip Code 36693	
Primary Business Activity at the Location Explain (other) RESTAURANT & SEAFOOD MARKET						If Location Transfer, Previous Street Address and Zip Code N/A					
Contact Person Information											
Name PAUL NGUYEN			Title		POA NO		Phone		Email		
If Transfer of ABC License, Previous Licensee Information											
Legal Business Name N/A						Trade Name (DBA)					
ABC License Type						License Number			Any ABC Pending Actions		
Land/Building Information											
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED											
Property Owner Name and/or Contact Person Name K AND D REAL ESTATE LLC						Property Owner Phone Number			Property Owner Email		
Property Owner Mailing Address (Street Address, Suite #, PO Box) 4940 GOVERNMENT BLVD						City MOBILE		State AL		Zip Code 36693	
Bldg Square Footage 5,475		Bldg Seating Capacity 120		Restroom Facilities YES		Patio Area NO		Structure Type SINGLE STRUCTURE		License Covers ENTIRE STRUCTURE	
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO											

ABC Application 1

Applicant/POA Initials PN

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) NGUYEN, PAUL			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?					
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?					
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
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 PN

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

PW

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.

PW

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.

PW

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.

PW

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.

PW

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.

PW

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.

PW

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

Paul Nguyen

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

8-26-24

Title of Person Signing this Application

Owner

Sworn to and subscribed before me this 20th day of August 2024

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:

K AND D SEAFOOD LLC

dba

K AND D SEAFOOD

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

040 - RETAIL BEER (ON OR OFF PREMISES) and 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

for the premises located at

4940 GOVERNMENT BLVD

, Mobile, Alabama.

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

September 10, 2024 for application number **2024 - 5683**

- 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 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

Notice of Public Hearing

CITY OF MOBILE
REVENUE DEPARTMENT

August 19, 2024



K & D SEAFOOD
4940 GOVERNMENT BLVD
MOBILE, AL 36693 USA
ACCOUNT NUMBER: 109652 TERRITORY 4

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>
1850898	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

08/26/2024 03:04PM SAVALIA G
042141-0005

BUSINESS LICENSE

NGUYEN, PAUL

109652

2018 Item: 306617

ISSUANCE FEE \$0.00

445222 SEAFOODS AND
MEATS RETAIL CITY \$4.68

ZONING FEE \$0.00

BUSINESS LICENSE
PENALTY CITY \$0.00

K & D SEAFOOD

109652

2018 Item: 404872

SALES TAX CITY \$901.40

K & D SEAFOOD

109652

2024 Item: 1850898

ALCOHOL APPLICATION
FEE \$50.00

\$956.08

Subtotal \$956.08

TP CC FEE \$28.68

Total \$984.76

REVENUE CC \$984.76

Visa *****4737

Ref=8ab468b6-1bae-4d1a-9e18-38b87728f769

Auth=033136

Change due \$0.00

Paid by: NGUYEN/PAUL



Thank you for your payment

CUSTOMER COPY

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

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240801085012941

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) State: \$150.00 County: \$75.00

Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) State: \$150.00 County: \$75.00

Trade Name: **K AND D SEAFOOD** Filing Fee: \$100.00

Applicant: **K AND D SEAFOOD LLC** Transfer Fee:

Location Address: 4940 GOVERNMENT BLVD MOBILE, AL 36693

Mailing Address:

County: MOBILE Tobacco sales: NO Tobacco Vending Machines:

Product Type: Type Ownership: LLC

Book, Page, or Document info: 516-717

Do you sell Draft Beer?:

Date Incorporated: 04/27/2018 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 04/27/2018

Federal Tax ID: Alabama State Sales Tax ID:

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: PAUL NGUYEN

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: 20240801085012941

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **K AND D REAL ESTATE LLC**
What is lessors primary business? **RESTAURANT**
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? **YES**

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: **5475** Display Square Footage:
Building seating capacity: **120** 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: 20240801085012941

Initial each

PIN
PIN

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.

PIN

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.

PIN

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.

PIN

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.

PIN

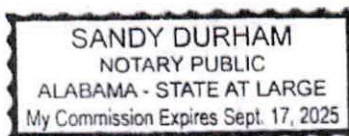
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Paul Nguyen

Signature of Applicant: [Signature]

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240801085012941

**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

Is there any further interest in, or connection with, the licensee's business by the lessor?: APPLICANT AND LANDLORD ARE THE SAME PERSON



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

June 10th, 2024

Dear Mr. Nguyen,

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 334-334-676-6000 if we may be of further assistance in this matter.

Respectfully,

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

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:

NAME: NGUYEN. PAUL

SOC

ABI RESULT:

SID:

**CERTIFIED COPY
OF
ALEA DOCUMENT**

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) 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 for standard filing (based on date of receipt and volume) or \$200.00 for expedited service (processed within twenty four (24) hours after date of receipt from the County Probate Office) 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 filed. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) 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. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

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, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):

K & D Seafood LLC

2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].

This form was prepared by: (type name and full address)

Paul Nguyen



2018020639 1/3
Bk: LR7625 Pg:145
Document Type: LAOR

Mobile County, Alabama
I hereto certify this instrument
filed on 04/18/2018 03:11:17 PM
Don Davis, Probate Judge
Deed Tax: \$ 00
Mortgage Tax: \$ 00
Mineral Tax: \$ 00
No Tax: \$ 00
Judge Fee: \$ 00
S. R. Fee: \$ 2.00
Surcharge Fee: \$ 00
Recording Fee: \$ 51.00
TOTAL: \$ 53.00

(For County Probate Office Use Only)

(For SOS Office Use Only)

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

Paul Nguven

Street (No PO Boxes) address of Registered Office (must be located in Alabama):

Mailing address in Alabama of Registered Office (if different from street address):

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

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

☐ 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 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify 4 / 20 / 2018 as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 9 : 00 ☒ 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).

4 / 16 / 2018
Date (MM/DD/YYYY)

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature

C. Mark Erwin
C. Mark Erwin, Chief Clerk

Date

Paul Nguven
Signature as required by 10A-5A-2.04

Paul Nguven

Typed Name of Above Signature

Organizer

Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

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:

K&D Seafood LLC

This name reservation is for the exclusive use of Legalzoom, 9900 Spectrum
Drive, Austin, TX 78717-5433 for a period of one year beginning March 31, 2018
and expiring March 31, 2019



RES792833

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

March 31, 2018

Date

J. H. Merrill

John H. Merrill

Secretary of State

Wes Allen
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

as appears on file and of record in this office, the pages hereto attached, contain a
true, accurate, and literal copy of the Articles of Formation filed on behalf of
K&D Seafood LLC, as received and filed in the Office of the Secretary of State
on 04/27/2018.



20230705000028386

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.

07/05/2023

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', written over a horizontal line.

Wes Allen

Secretary of State

Date of this notice: 03-28-2018

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

K&D SEAFOOD LLC
PAUL NGUYEN SOLE MBR

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you
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 941	07/31/2018
Form 940	01/31/2019

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.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945,
CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a
Welcome Package shortly, which includes instructions for making your deposits
electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal
Identification Number (PIN) for EFTPS will also be sent to you under separate cover.
Please activate the PIN once you receive it, even if you have requested the services of a
tax professional or representative. For more information about EFTPS, refer to
Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to
make a deposit immediately, you will need to make arrangements with your Financial
Institution to complete a wire transfer.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

K&D SEAFOOD LLC

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: 445250

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

4940 GOVERNMENT BLVD MOBILE AL 36693-4826



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by

K3D Seafood LLC by K3D Real Estate LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public 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 26 day of August 20 24

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

Kerry Raiford

[Signature]

05/21/2028

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)



Paul Nguyen
Owner of Property (Signature)

Paul Nguyen
Applicant Name (Signature)

[Signature]

[Signature]

Street Address

Street Address

City, State, Zip

City, State, Zip

Date Agreement Signed

Date Agreement Signed

My Place

City of Mobile Home GIS Data

Information for Address: 4940 Government Blvd

[Search for New Address](#)

Parcel Owner / Mailing Address:

K&d Real Estate Llc An Alabama Limited Liability Company

Parcel Information:

Parcel: R023305151000005.005 / 2349177

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:

5S2W15

Census Tract:

003710

Zipcode:

--- Public Services ---

Garbage Pickup:

(Thursday West / Route H)

Trash Pickup:

(Thursday South / 9-TD-6)

Fire District:

(Fire Station 19 Mccoske)

Police Precinct/Beat:

(Precinct 2 Beat 24)

--- Political ---

City Council District:

District: (4)

Ben Reynolds - (251) 208-7441

County Commissioner District:

District: (2)

State House District:

District: (104)

State Senate District:

District: (35)

--- Additional Links ---

Mobile County School Board Website: ([Click Here](#))



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

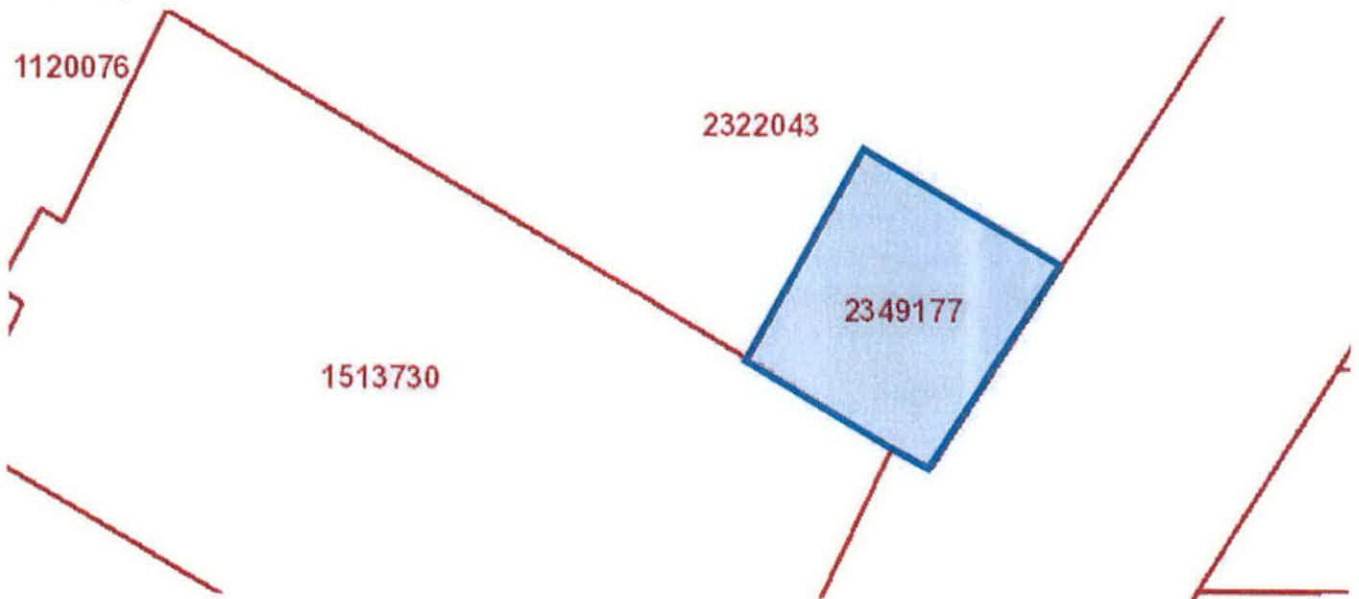
[Application Support](#)

Copyright: City of Mobile
2024

Mobile County Property Search

Key Number: 2349177 For Year 2024

Map



Property Details

Account

Key Number: 2349177

Legal Description: LOT 2 OF THE AMENDED PLAT OF GIRBY-NINTY COMMERCIAL PARK 1ST ADD
MBK 52 PG 108 #SEC 15 T5S R2W #MP33 05 15 1 000

Parcel Number: 3305151000005005

Type: Real

Property Class: 2

Location

Address: 4940 GOVERNMENT BLVD MOBILE, AL 36693-4826

Owner

Name: K&D REAL ESTATE LLC

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)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

K AND D SEAFOOD LLC

Trade Name (DBA)

K AND D SEAFOOD

Location Address

4940 GOVERNMENT BLVD

Application Number

2024 - 5683

Notice Post Date @ Location

08/26/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

September 10, 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.



ELECTIVE PASSIVE COMPANY (EPC) / OPERATING COMPANY (OC) LEASE

1. PARTIES

This Lease is made and entered into this 1st day of July, 2023 by and between K & D Real Estate LLC (hereinafter referred to as "Landlord") and K&D Seafood LLC (hereinafter referred to as "Tenant").

2. PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain real property and the building and other improvements located thereon situated in the City of Mobile, State of AL, commonly known as 4940 Government Blvd., Mobile, AL 36693 (said real property is hereinafter called the "Premises").

3. TERM

The term of this Lease (the "Term") shall be for 26 years commencing on July 1, 2023 and ending on July 1, 2048.

4. RENT; SECURITY DEPOSIT

Base Rent shall be an amount no more than necessary to pay annual debt service plus expenses related to owning and holding the property including, but not limited to, annual insurance, real estate taxes and maintenance. Rent shall be payable without notice or demand and without any deduction, off-set or abatement in lawful money of the United States to the Landlord at the address stated herein for notice or to such other persons or such other places as the Landlord may designate to Tenant in writing.

In addition to Base Rent, Tenant shall and hereby agrees to pay to Landlord on the first day of each calendar month a sum equal to all sales tax, tax on rentals, and any other governmental charges, taxes and/or impositions now in existence or hereafter imposed based upon the privilege of renting the Premises or upon the amount of rent collected therefor, without any offset defense or deduction whatsoever, in lawful (legal tender for public or private debts) money of the United States of America, at Landlord's address or elsewhere as designated from time to time by Landlord's written notice to Tenant. In addition, Tenant agrees to be fully responsible for the payment of documentary stamps, if any, due pursuant to this Lease.

There is no security deposit payable in connection with this Lease.

5. TAXES

(a) *Real Property Taxes:* Landlord shall pay all real property taxes and general assessments levied and assessed against the Premises during the Term.

(b) *Personal Property Taxes:* Tenant shall pay prior to the delinquency all taxes assessed and levied upon trade fixtures, furnishings, equipment and other personal property of Tenant contained in the Premises.

6. UTILITIES

Tenant shall make all arrangements and pay for all water, gas, heat, light, power, telephone and other utility services supplied to the Premises together with any taxes thereon and for all connection charges.

7. ALTERATIONS AND ADDITIONS

Tenant shall not, without the Landlord's written consent, make any alterations, improvements, or additions in or about the Premises.

8. HOLD HARMLESS

Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising from Tenant's use or occupancy of the Premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Tenant in or about the Premises including all damages, costs, attorney's fees, expense and liabilities incurred in the defense of any claim or action or proceeding arising therefrom. Except for Landlord's willful or grossly negligent conduct, Tenant hereby assumes all risk of damage to property or injury to person in or about the Premises.

9. ASSIGNMENT AND SUBLETTING

Tenant shall not voluntarily or by operation of law assign, transfer, sublet, mortgage or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent which consent shall not be unreasonably withheld. Tenant shall not enter into a sublease that is not in compliance with Small Business Administration ("SBA") occupancy requirements as described in the most recent SBA Standard Operating Procedures.

10. DEFAULT

It is agreed between the parties hereto that if any rent shall be due hereunder and unpaid, or if Tenant shall default and breach any other covenant or provision of the Lease, then the Landlord, after giving the proper notice required by law, may re-enter the Premises and remove any property and any and all persons therefrom in the manner allowed by law. The Landlord may, at its option, either maintain this Lease in full force and effect and recover the rent and other charges as they become due, or in the alternative, terminate this Lease. In addition, the Landlord may recover all rentals and any other damages and pursue any other rights and remedies which the Landlord may have against the Tenant by reason of such default as provided by law.

11. SURRENDER

On the last day of the Term, Tenant shall surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear and damage by fire and the elements accepted.

12. HOLDING OVER

If Tenant, with the Landlord's consent, remains in possession of the Premises after expiration or termination of the term of this Lease, such possession by Tenant shall be deemed to be tenancy from month-to-month at rental in the amount of the last monthly rental plus all other charges payable hereunder, and upon all the provisions of this Lease applicable to such a month-to-month tenancy.

13. BINDING ON SUCCESSORS AND ASSIGNS

Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall be to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

14. NOTICES

Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by registered or certified United States mail, postage prepaid, addressed at the addresses as set forth below:

TO LANDLORD AT:	<u>K & D Real Estate LLC</u> <u>4940 Government Blvd., Mobile, AL 36693</u> _____ _____
TO TENANT AT:	<u>K&D Seafood LLC</u> _____ _____

Such notice shall be deemed to be received within forty-eight (48) hours from the time of mailing, if mailed as provided for in this paragraph.

15. WAIVERS

No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions.

16. TIME

Time of payment and performance is of the essence. In addition to other remedies available at law, equity, or under this Agreement, in the event that payment or performance does not occur in accordance with the terms of this Agreement, Landlord may terminate this Agreement immediately, without further liability or penalty.

17. SUBORDINATION

This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the real property of which the Premises are a part and to and all advances made on the security thereof and to all renewals, modifications, consolidations, replacement and extension thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. Tenant agrees to execute any documents required to effectuate an attornment or subordination. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder, or, at Landlord's option, Landlord shall execute such document on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this paragraph.

18. MISCELLANEOUS

(a) **Governing Law; Venue; Severance; Prevailing Party.** This Lease shall be governed by and construed in accordance with the laws of the State of _____. Venue for any and all actions or proceedings which arise from this Lease shall be _____ County, _____. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The parties hereto hereby waive trial by jury with respect to any and all proceedings maintained regarding this Lease. In the event of any and all actions and proceedings by any party hereto to enforce its rights and/or remedies hereunder, the non-prevailing party shall pay the reasonable attorneys' fees and costs incurred by the prevailing party in connection with each such action or proceeding.

(b) **Captions; Construction; Gender.** The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect any interpretation hereof. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease on Tenant's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease, and time shall be of the essence with respect thereto. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

(c) **Inspection.** Landlord may enter the Premises at any reasonable hour to exhibit same to prospective purchasers and/or tenants; to inspect the Premises to see that Tenant is complying with all its obligations hereunder; and to make repairs required of Landlord under the terms hereof and/or repairs to any adjoining space.

(d) **Entire Agreement; Amendment; Waiver.** This Lease (including all exhibits hereto) constitutes the entire understanding between Landlord and Tenant and shall bind the parties, their successors and assigns. This Lease hereby terminates any and all other leases and other agreements between the parties hereto regarding the Premises. No representations, except as herein expressly set forth, have been made by any party to the other, and this Lease shall not be amended, modified or cancelled, except by a written instrument, signed by both Landlord and Tenant. Landlord's failure to enforce any term, provision, or condition hereunder shall not be deemed to be a waiver.

(e) **Brokers.** Landlord and Tenant each represent to one another that each has had no dealings with any brokers or finders in connection with this Lease and each party hereby indemnifies and holds the other harmless from any and all liabilities, costs, damages, claims and/or expenses (including, without limitation, reasonable attorney's fees and costs through all levels) arising from its breach of the representation made pursuant to this paragraph.

(f) **No Recordation.** Neither this Lease, nor any memorandum hereof, shall be recorded by Tenant in the Public Records of _____ County, _____, or in any other place. Any attempted recordation by Tenant shall render this Lease null and void and entitle Landlord to the remedies provided for by Tenant's default.

(g) **Counterparts; Facsimile Signature.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. A facsimile of a signature to this Lease shall be deemed an original signature.

[signature page follows]

The parties hereto have executed this Lease on the date first above written.

Signed, Sealed and Delivered
in the Presence of:



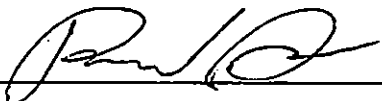
Print: Paul Nguyen

Print: _____

LANDLORD:

K & D Real Estate LLC

By: Paul Nguyen Member



Print: Paul Nguyen

Print: _____

TENANT:

K & D Seafood LLC

By: Paul Nguyen, Member

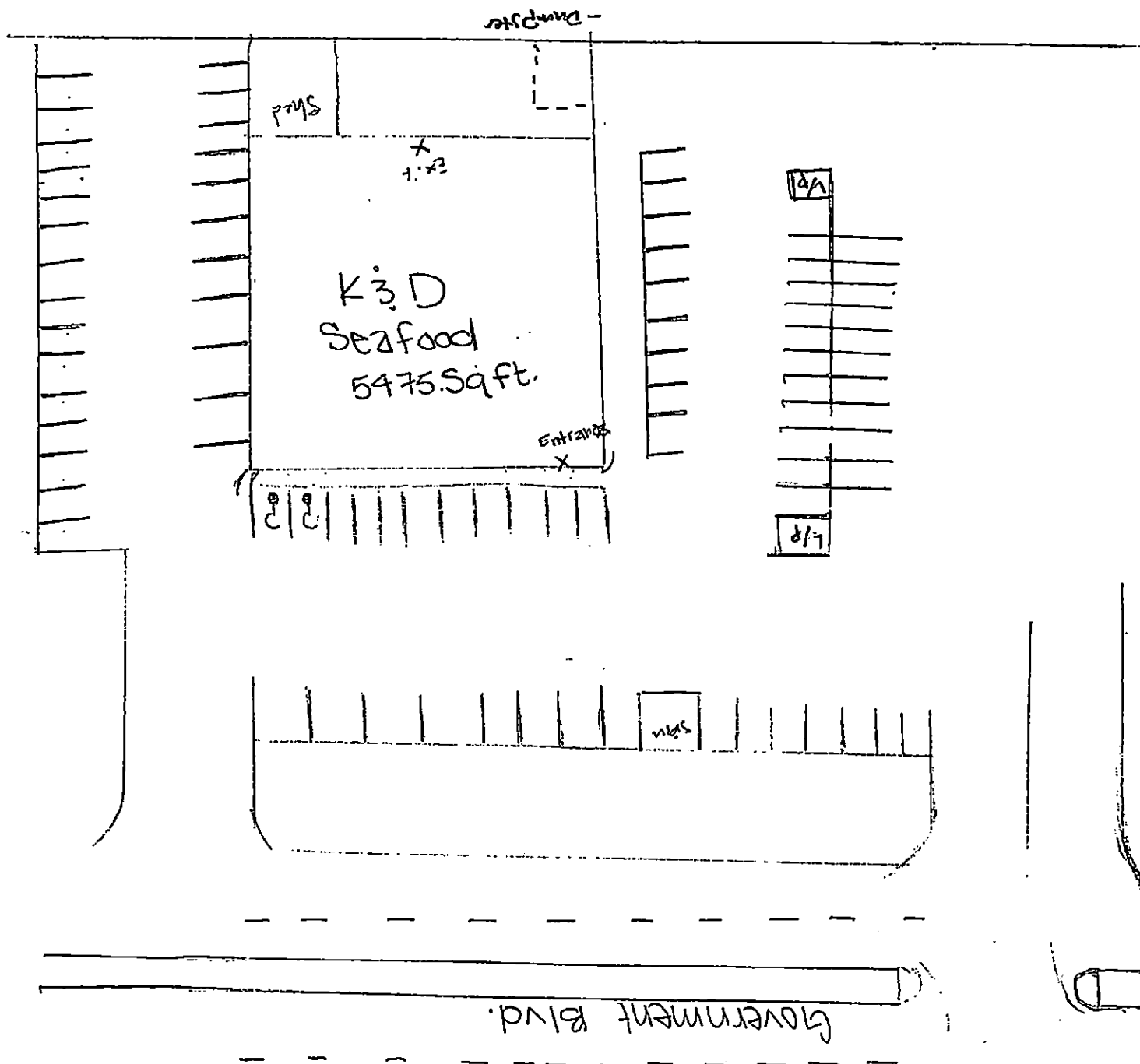


CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

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

<u>Business Structure</u> ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	<u>Application Type</u> ☒ New Business ☐ New Owner ☐ Location Change	<u>Transfer - License?</u> ☒ No ☐ Yes <u>Relocation Date</u>	<u>Description/Type</u> ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other		
<u>License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply</u> ☐ 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					
<u>Legal Business Name</u> K3D Seafood LLC		<u>Trade Name (DBA)</u> K3D Seafood			
<u>Company Physical Address (Street Address, Suite #)</u> 4940 Government Blvd.		<u>City</u> Mobile	<u>State</u> AL		
		<u>Zip Code</u> 36693			
<u>Business Contact Person Information</u>					
<u>Name</u> Paul Nguyen	<u>Title</u>	<u>Phone</u>	<u>Email</u>		
URBAN DEVELOPMENT DEPARTMENT USE ONLY					
<u>Building Sq Footage</u> 5475	<u>Parking Provided</u> 19+	<u>Parking Required</u> 19	<u>Compliance</u> ✓	<u>Zoning</u> B-3	<u>Approved</u> ✓
<u>Comments</u> EXISTING RESTAURANT SITE					
<u>Print Name</u> CALDWELL C. WHISTLER		<u>Signature</u> Caldwell C. Whistler		<u>Date</u> 8-28-2024	



K & D Seafood
4940 Croverment Blvd

Paulo Jan 5-15-24

Entrance/Exit

Praised Dining

Praised Dining

Bar

Tables/chairs

Exit

Drink machine

Ice machine

Kitchen

Hood system

Triple sink

Double sink

cooler

Freezer

Office

Restroom

Exit

mens

womens

Exit



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-140416-2024

Issue Date: 08/28/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023305151000005.005.	4940 Government Blvd	

Business Name	Issued To	Zoning Districts
K & D SEAFOOD LLC	Name: PAUL NGUYEN Company: K & D SEAFOOD LLC Address: 4940 Government Blvd MOBILE, AL 36693 Phone:	B-3

This Zoning Classification Allows the property to be used for: RESTAURANT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember Carroll

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

Type of application: Lounge Retail Liquor – Class II (package) License

Submitted by: KOBILLO LLC

Location: K and C Package Store
510 S. Broad Street
Mobile, AL 36603

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/28/2024	NEW APPLICATION	2024 - 5678	129744	2	September 10, 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

KOBILO LLC

Trade Name (DBA)

K AND C PACKAGE STORE

Location Address

510 SOUTH BROAD STREET

City, State, Zip Code

MOBILE AL 36603

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/28/2024	NEW APPLICATION	2024 - 5678	129744	2	September 10, 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

KOBILO LLC

Trade Name (DBA)

K AND C PACKAGE STORE

Location Address

510 SOUTH BROAD STREET

City, State, Zip Code

MOBILE AL 36603

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
08/28/2024	NEW APPLICATION	2024 - 5678	129744	2	September 10, 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

KOBILO LLC

Trade Name (DBA)

K AND C PACKAGE STORE

Location Address

510 SOUTH BROAD STREET

City, State, Zip Code

MOBILE AL 36603

Contact Person Information				
Name	Title	POA	Phone	Email
CONSTANCE L BROWN		NO		

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 09/16/2024

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 08/28/2024	Application Type NEW APPLICATION	Application Number 2024 - 5678	License Account # 129744	Council District 2	Council Agenda Date September 10, 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 KOBILLO LLC			Trade Name (DBA) K AND C PACKAGE STORE		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 03/13/2024	SOS Entity ID	State AL	County MADISON
Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number			
Physical Address (Street Address, Suite #) 510 SOUTH BROAD STREET		City MOBILE	State AL	Zip Code 36603	
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 CONSTANCE L BROWN		Title	POA NO	Phone	Email
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type			License Number	Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 1,008	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? YES					

ABC Application 1

Applicant/POA Initials

CUB

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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

CUB

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.

CUB

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.

CUB

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.

CUB

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.

CUB

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.

CUB

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.

CUB

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

Constance L. Brown

Owner/Applicant/POA Signature

Constance L. Brown

Date of Application Signature

08/28/2024

Title of Person Signing this Application

OWNER

Sworn to and subscribed before me this 28th day of August 20 24

Notary Person Printed Name

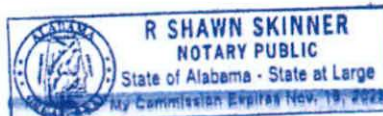
Notary Person Signature

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:

KOBILO LLC

dba

K AND C PACKAGE STORE

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

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

for the premises located at

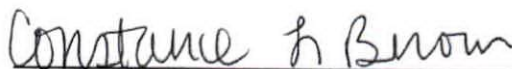
510 SOUTH BROAD STREET

, Mobile, Alabama.

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

September 10, 2024 for application number **2024 - 5678**

- 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 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



Revenue Department Representative

Notice of Public Hearing

CITY OF MOBILE
REVENUE DEPARTMENT

August 27, 2024



K ANC C PACKAGE STORE
510 SOUTH BROAD STREET
MOBILE, AL 36603 USA
ACCOUNT NUMBER: 129744 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1856287	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

08/29/2024 02:05PM NICKOL H.
042219-0003

BUSINESS LICENSE

KOBILO LLC DBA K AND C PACKAGE STORE

129744

2024 Item: 1856287

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

CASH \$50.00

Change due \$0.00

Paid by: KOBILO LLC DBA K AND C PACKAGE
STORE



Thank you for your payment

CUSTOMER COPY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240807140403500

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: K AND C PACKAGE STORE

Filing Fee: \$50.00

Applicant: KOBILO LLC

Transfer Fee:

Location Address: 510 S BROAD ST MOBILE, AL 36603

Mailing Address:

County: MOBILE Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 001-126-112

Do you sell Draft Beer?:

Date Incorporated: 03/13/2024 State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 03/13/2024

Federal Tax ID:

Alabama State Sales Tax ID:

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: CONSTANCE BROWN

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: 20240807140403500

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: BOBBY KING
What is lessors primary business? RENTALS
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? 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: 1008 Display Square Footage: 500
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: 20240807140403500



Initial each

☐ CUB

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

☐ CUB

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

☐ CUB

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.

☐ CUB

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.

☐ CUB

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.

☐ CUB

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):

Constance L. Brown

Signature of Applicant:

Constance L. Brown

Notary Name (print):

SANDY DURHAM
NOTARY PUBLIC

Notary Signature:

ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

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:



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

May 31st, 2024

Dear Ms. Brown,

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 334-334-676-6000 if we may be of further assistance in this matter.

Respectfully,

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

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:

NAME: BROWN, CONSTANCE

SOC:

ABI RESULT: IDENT

SID:

05-31-2024 09:46

*ATN/ 3

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 05-31-2024

*NAME STATE ID NO. FBI ID NO.

*BROWN, CONSTANCE

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*F B BRO BLK AL

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*LAST PAGE ON SID

SEQ # 317 MRI #

**CERTIFIED COPY
OF
ALEA DOCUMENT**

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

Kobilo LLC

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

3. The name of the registered agent (only one agent): United States Corporation Agents, Inc.

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

*COUNTY of above address: MADISON

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
001-126-112 DLL
Date 03/13/2024
Time 13:09:00
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 3 / 13 / 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 1 : 9 ☐ AM or ☒ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

3 / 13 / 2024
Date (MM/DD/YYYY)

Constance Lurece Brown

Signature as required by 10A-5A-2.04

ORGANIZER

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.



**Department of the Treasury
Internal Revenue Service**

In reply refer to: 0457434529

7/23/2024

LTR 147C

KOBILO LLC
% CONSTANCE L BROWN SOLE MBR
CONSTANCE L BROWN SOLE MBR
510 S BROAD ST
MOBILE, AL 36603-1107-102

Employer Identification Number:

Dear Taxpayer:

Thank you for your inquiry of 7/23/2024.

Your Employer Identification Number (EIN) is
Please keep this letter in your permanent records. Enter your name and your EIN on
all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, you can call 800-829-4933. If you
prefer, you may write to us at the address shown at the top of the first page of this
letter. When you write, please include a telephone number where you may be
reached and the best time to call.

Sincerely,
Ms. Reed
1004267626
Ms.Reed



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

KOBILO LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS		04/3/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 445320

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

510 S BROAD ST MOBILE AL 36603-1107

Information for Address: 510 S Broad St

[Search for New Address](#)

Parcel Owner / Mailing Address:

King Robb F Cr & Samuel D King Sr As Representative

Parcel Information:

Parcel: R022910380005044.000 / 950983

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Texas Hill South Oakleigh

Historic District:

Address is not within a Historic District

PLS Section:

4S1W26

Census Tract:

001002

Zipcode:

36603

--- Public Services ---

Garbage Pickup:

(Friday East / Route A)

Trash Pickup:

(Monday South / 6-TD-6)

Fire District:

(Fire Station 11 Willett)

Police Precinct/Beat:

(Precinct 1 Beat 15)

--- Political ---

City Council District:

District: (2)

William Carroll - (251) 208-7441

County Commissioner District:

District: (1)

State House District:

District: (97)

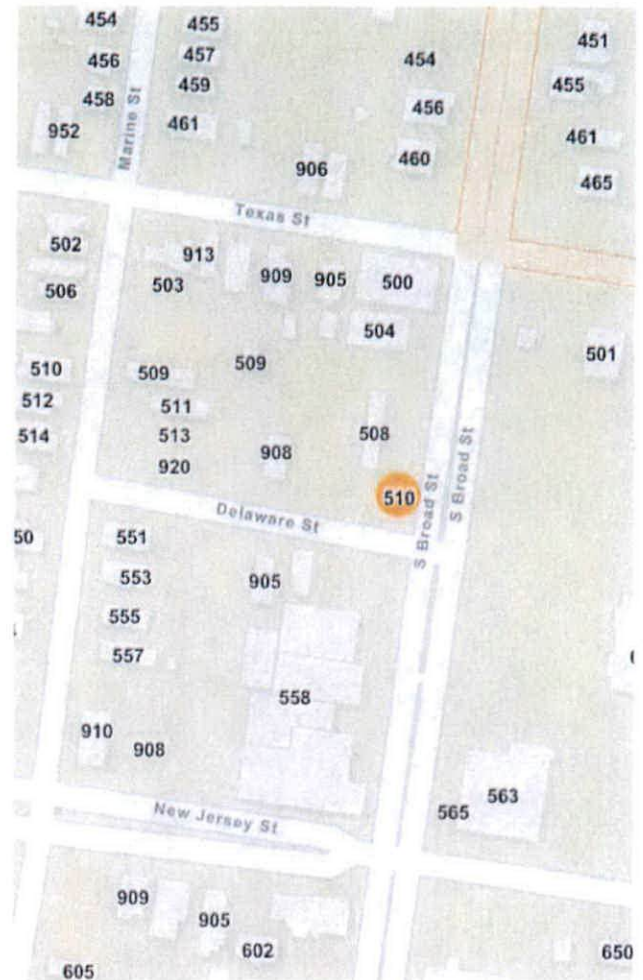
State Senate District:

District: (33)

--- Additional Links ---

[Mobile County School Board Website: \(Click Here\)](#)

[Mobile County School District Application: \(Click Here\)](#)



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

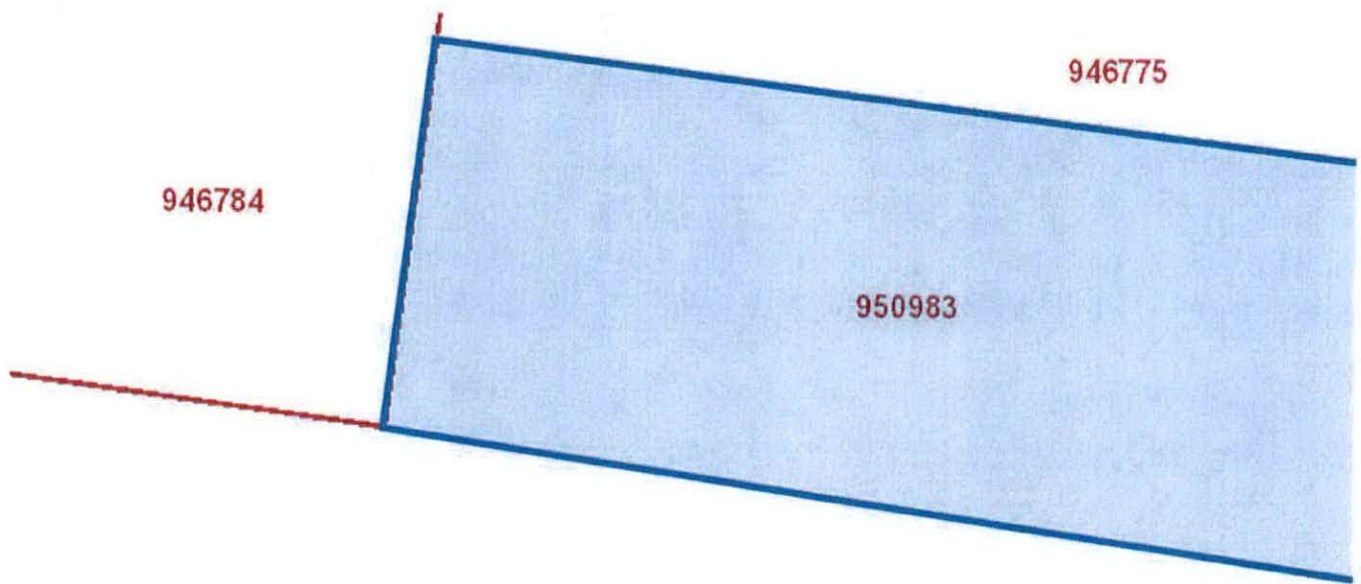
[Application Support](#)

Copyright: City of Mobile
2024

Mobile County Property Search

Key Number: 950983 For Year 2024

 Map



Property Details

Account

Key Number: 950983

Legal Description: LOT 14 SQR 184 MIDDLE DIV OF BERNOUDY TRT & MORE PARTIC DESC AS COM AT NW COR OF BROAD & DELAWARE STS & RUN TH NW/S OF BROAD ST 41 FT 6 INS TH WLY & PAR WITH DELAWARE ST 110 FT TH SLY & PAR WITH BROAD ST 41 FT 6 IN TO N/L OF DELAWARE ST TH ELY ALG N/L OF DELAWARE ST 110 FT TO POB BEING PPTY ACQ BY R E & H G WHIGHAM DBK 497 P 561 #SEC 38 T4S R1W #MP29 10 38 0 005

Parcel Number: 2910380005044XXX

Type: Real

Property Class: 2

Location

Address: BROAD ST S MOBILE, AL 36603

Owner

Name: KING BOBBY E SR & SAMUEL D KING SR

Mailing Address:



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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

KOBILO LLC

Trade Name (DBA)

K AND C PACKAGE STORE

Location Address

510 SOUTH BROAD STREET

Application Number

2024 - 5678

Notice Post Date @ Location

08/28/2024

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

September 10, 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

Constance L. Brown

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement made on 03/16/2024 by and between Bobby E. King the "Landlord" and Koblio LLC the "Tenant". The Landlord and Tenant are collectively referred to in this Lease Agreement as the "Parties". Landlord is the owner of land and improvements commonly known and numbered as 510 S. Broad Street Mobile, Alabama 36603.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **LEASE TERM.** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning 03/16/2024 and ending on 03/31/2026. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.
2. **RENT.** Tenant shall pay to Landlord during the Initial Term rental of \$9600 per year, payable in installments of \$800 per month. Each installment payment shall be due in advance on the fifth day of each calendar month during the lease term to Landlord at or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.
3. **SECURITY DEPOSIT.** In addition to the above, a deposit in the amount of \$1000 shall be due and payable in advance or at the signing of this Lease Agreement, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and

conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Lessor.

4. **Use.** Lessee shall use and occupy the premises for **K & C Package Store**. The premises shall be used for no other purpose. Lessee shall not use manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.
5. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required except the roof, exterior walls, structural foundations. **Tenant is to provide insurance for building and maintain ice maker.**

Landlord Print Name: Bill E King

Landlord Signature: Bill E King

Date: 03/30/2024 (mm/dd/yyyy)

Tenant Print Name: Kobilo LLC

Tenant Signature: Constance Brown

Date: 03/30/2024 (mm/dd/yyyy)



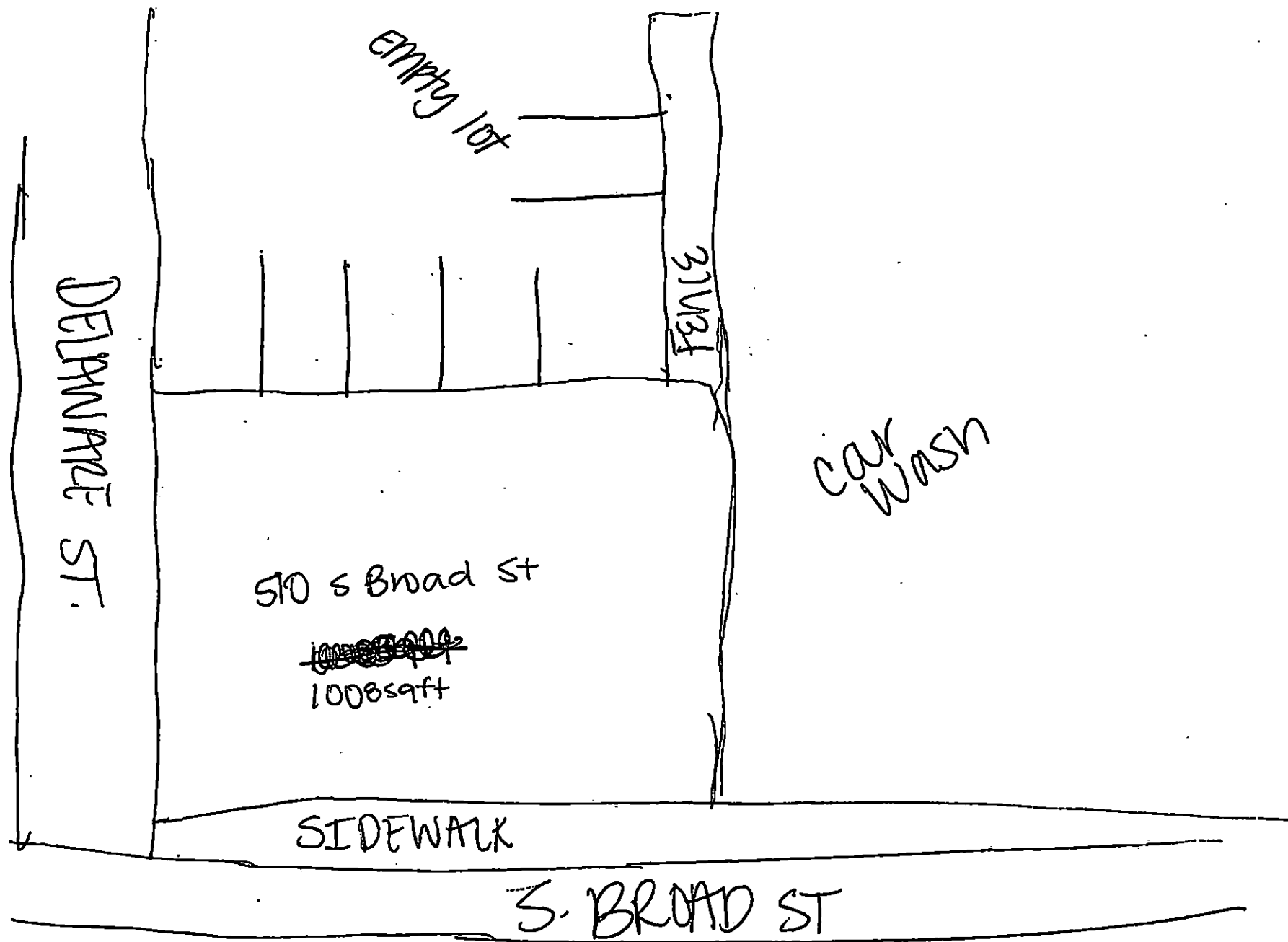
CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

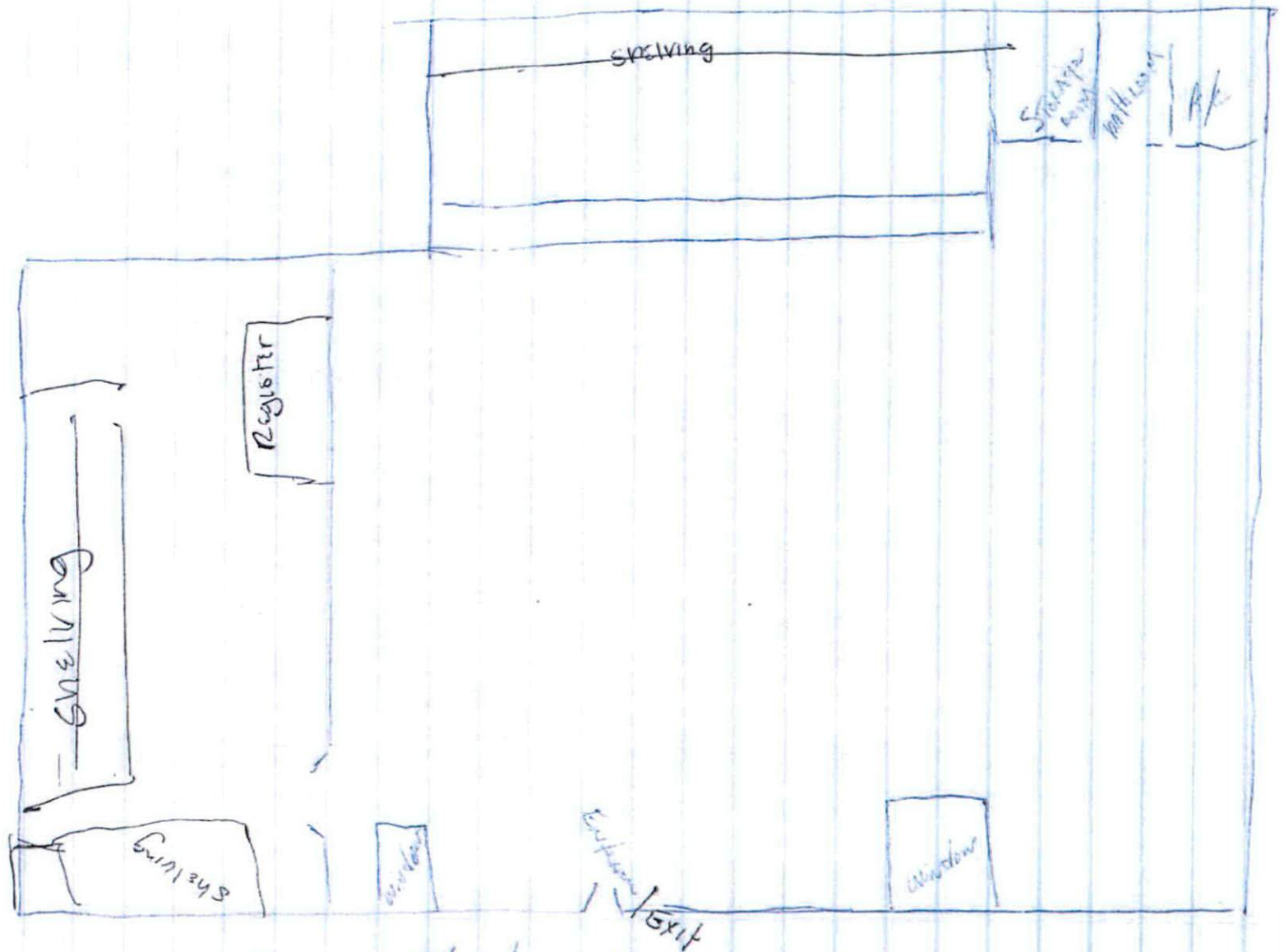
PLANNING & ZONING DEPARTMENT APPROVAL

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 (60/57, 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 KODIIO LLC				Trade Name (DBA) K & C Package store			
Company Physical Address (Street Address, Suite #) 510 S. Broad St. 101 #				City MOBILE	State AL	Zip Code 36603	
Business Contact Person Information Name: Constance Brown		Title:	Phone:	Email:			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq. Footage 1008	Parking Provided 5	Parking Required 3	Compliance ☒	Zoning R-3	Approved ☒		
Comments NON CONFORMING USE HISTORY AS PACKAGE STORE							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler			Date 8-27-2024		

| Planning and Zoning





510 S. Broad Street Mobile, AL 36603
 K&C Package Store
 C. Brown Dec 26/2024

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **505 CHIN STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 2, 3, 4, 5, 6, 7, 8 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **505 CHIN STREET** described as:

LOT 6 BLK 2 OF SUB EAST HIGHLANDS DBK 156 PGS 594-5 #SEC 44
T4S R1W #MP29 02 44 0 003

Parcel Number: 29 02 44 0 003 191

Last Assessed to: BRYANT VIRGINIA

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 23, 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, September 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **505 CHIN STREET**. OWNED BY OR MAY HAVE AN INTEREST: **BRYANT VIRGINIA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 003 191

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

505 CHIN ST

Property Details

PARCEL KEYX	00626978	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Africatown
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

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	Y	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMMRROMISED	Y
SURVEY DATE	2/6/2024	COMMENTS	

Property Score

SCORE	83	SCORE DISCRIPTION	Demo
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Notes

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 07/03/2024

Property Address: 505 Chin Street

District No: 2

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









Affidavit of Mailed Notice



August 30, 2024

State of Alabama
County of Mobile

Subject Property – 505 Chin Street.

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

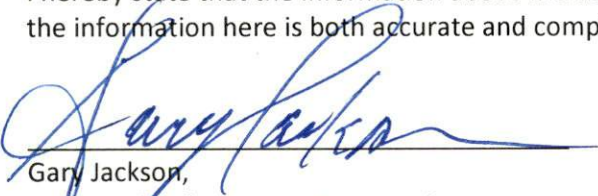
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 6 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet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

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

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

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

I hereby state that the information above is true, to the best of my knowledge. I also 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



Sandra Cunningham
505 Chin Street
Mobile, AL 36610-3533

July 16, 2024

RE: **505 Chin Street**
Project Number: ME-056-24

Dear Sandra Cunningham:

On July 3, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 505 Chin Street.

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

LOT 6 BLK 2 OF SUB EAST HIGHLANDS DBK 156 PGS 594-5 #SEC 44
T4S R1W #MP29 02 44 0 003

Parcel Number: 29 02 44 0 003 191

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **August 30, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 30, 2024**, provide the Code Official with a work plan to accomplish the repairs by **August 30, 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 **August 30, 2024**, which is 45 days from the date of this NOTICE.

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

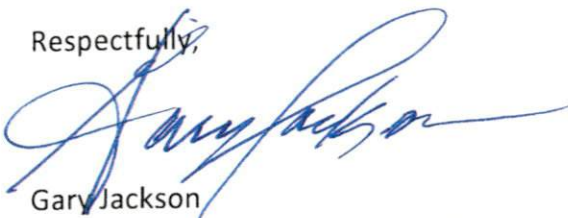
IV. **NOTICE** is hereby given that on **September 10, 2024, 2024 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property 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/remove foundation

- 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: 505 Chin Street

Date: June 11, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 11, 2024

Per the Title Report, the owner is: Virginia Bryant

Notes: Virginia Bryant is deceased as of 3/16/2015. I could not locate Larry Bryant's only child DeJuan Williams Bryant. I tried Ancestry, LexisNexis, Google, Probate Court website and Facebook. He was not listed as a relative on any of the recipients LexisNexis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Sandra Cunningham
505 Chin St
Mobile AL 36610-3533 | Daughter of owner – Subject/location address – Phone number is 251-767-5093 good 1/2024 – Pays property taxes |
| 2 | Sandra Cunningham
Kourtney Mosley
Tamikeca Cunningham
5417 Spring Dr
Mobile AL 36693-2727 | LexisNexis address good 5/2024
Phone numbers for Kourtney Mosely (granddaughter of owner) 251-623-2824, 251-753-1551 good 2024.
Tamikeca Cunningham (granddaughter of owner) Phone numbers are 251-786-5110, 251-281-4305 and 334-666-9522 good 2024 – Has paid property taxes. |
| 4 | Tamikeca Cunningham
2200 Vulcan Ct
Mobile AL 36695-8371 | LexisNexis address good 5/2024 |
| 5 | Tamikeca Cunningham
8520 Dees Rd Lot 1
Irvington AL 36544-2519 | LexisNexis address good 2/2024 |

TAX STATUS: 2023 PAID CURRENT

Parties with recorded liens per Title Report:

- | | | |
|---|--|---|
| 6 | Midland Credit Management, Inc
c/o Ben Louis Zarzaur
PO Box 11366
Birmingham AL 35202 | Midland Credit Management, Inc vs Tamikeca D Cunningham, filed 2/23/2021, recorded 6/1/2021, instrument number 2021035298 |
|---|--|---|

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Virginia Bryant, date 11/13/2017, recorded 11/17/2017, LR 7577 P 199

Lis Pendens – City of Mobile vs Virginia Bryant, date 11/13/2017, recorded 11/17/2017, LR 7577 P 200

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **1267 Congress Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1267 Congress Street** escribed as:

**PT LOT 7 BLK 14 CAMP GROUND TRT MBK 1 P 12 DESC AS BEG AT NW COR
SD LOT TH ELY 50 FT TH SLY 131 FT TH WLY 48.5 FT TH NLY 131 FT TO POB
#SEC 40 T4S R1W #MP29 06 40 0 007**

Parcel Number: 29 06 40 0 007 186

Last Assessed to: KOF CHURCH INC

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

September 3, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

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

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1267 CONGRESS STREET**, OWNED BY OR MAY HAVE AN INTEREST: **KOF CHURCH INC** A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 007 186

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/DLW



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1267 CONGRESS ST

Property Details

PARCEL KEYX	00749809	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

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

Property Score

SCORE	82	SCORE DESCRIPTION	Demo
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Notes

FE

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

10-19-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 07/16/2024

Property Address: 1267 Congress Street

District No: 2

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

Nuisance Abatement

These dilapidated structures may be torn down by the City. If you are an owner or know anything about the property, [please contact us at once](#).

****Note: The City does not own the properties in this listing and does not assist in the selling of properties on this listing****



1267 Congress Street

PT LOT 7 BLK 14 CAMP GROUND TRT MBK 1 P 12 DESC AS BEG AT NW COR SD LOT TH ELY 50 FT TH SLY 131 FT TH WLY 48.5 FT TH NLY 131 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 007

If you have any information on this property, please [click here >>](#).

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



KOF Church, INC
P O Box 66358
Mobile, Alabama 36606-4341

July 16, 2024

**RE: 1267 Congress (fka 206 N Ann) Street
Project Number: ME-099-23**

Dear KOF Church, INC:

On July 3, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1267 Congress Street.

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

PT LOT 7 BLK 14 CAMP GROUND TRT MBK 1 P 12 DESC AS BEG AT NW COR SD LOT TH ELY 50
FT TH SLY 131 FT TH WLY 48.5 FT TH NLY 131 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 186

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **August 30, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 30, 2024**, provide the Code Official with a work plan to accomplish the repairs by **August 30, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 30, 2024**, which is 45 days from the date of this NOTICE.

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

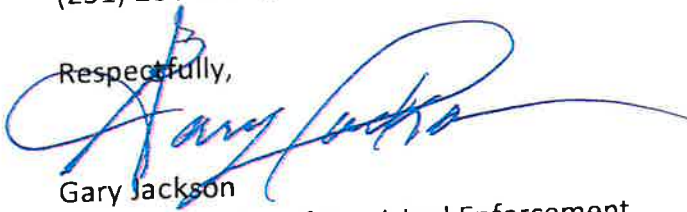
- ☒ Repaired; or,
- ☒ Demolished

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

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

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

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement



NUISANCE ABATEMENT

1267 CONGRESS STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1267 CONGRESS STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1267 CONGRESS STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1267 CONGRESS STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1267 CONGRESS STREET

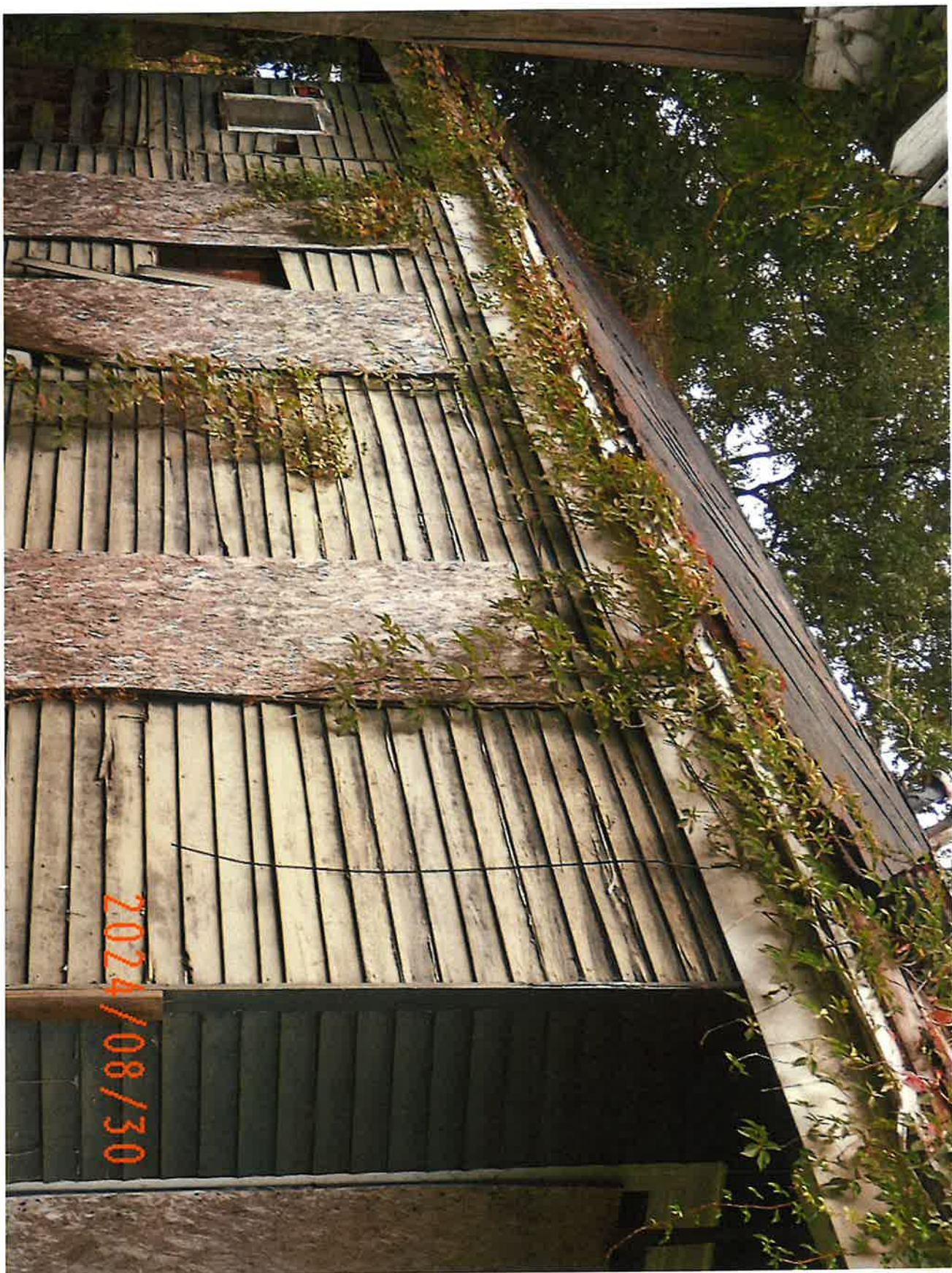
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1267 CONGRESS STREET

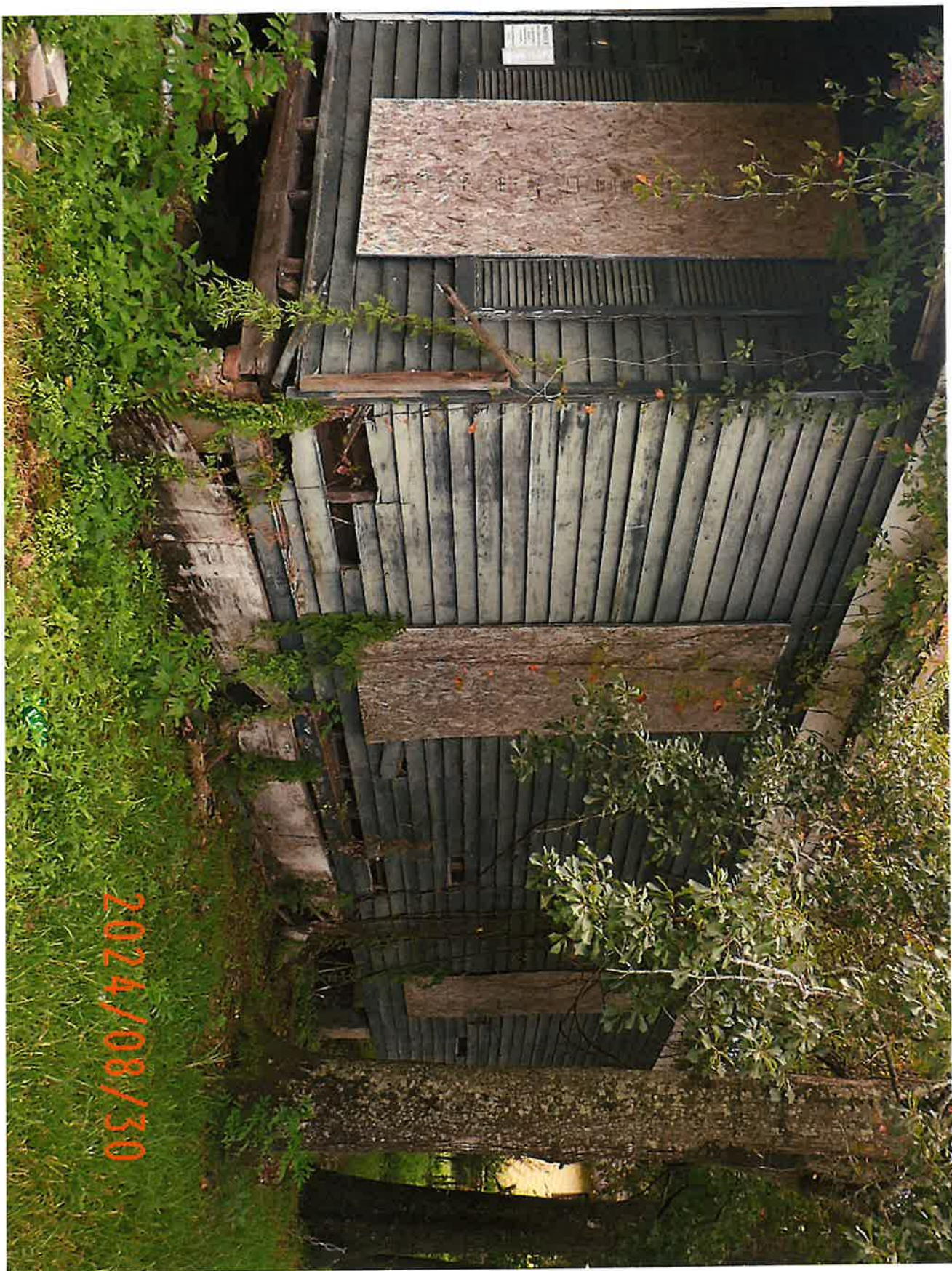
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1267 CONGRESS STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1267 CONGRESS STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1267 CONGRESS STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1267 CONGRESS STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1267 CONGRESS STREET

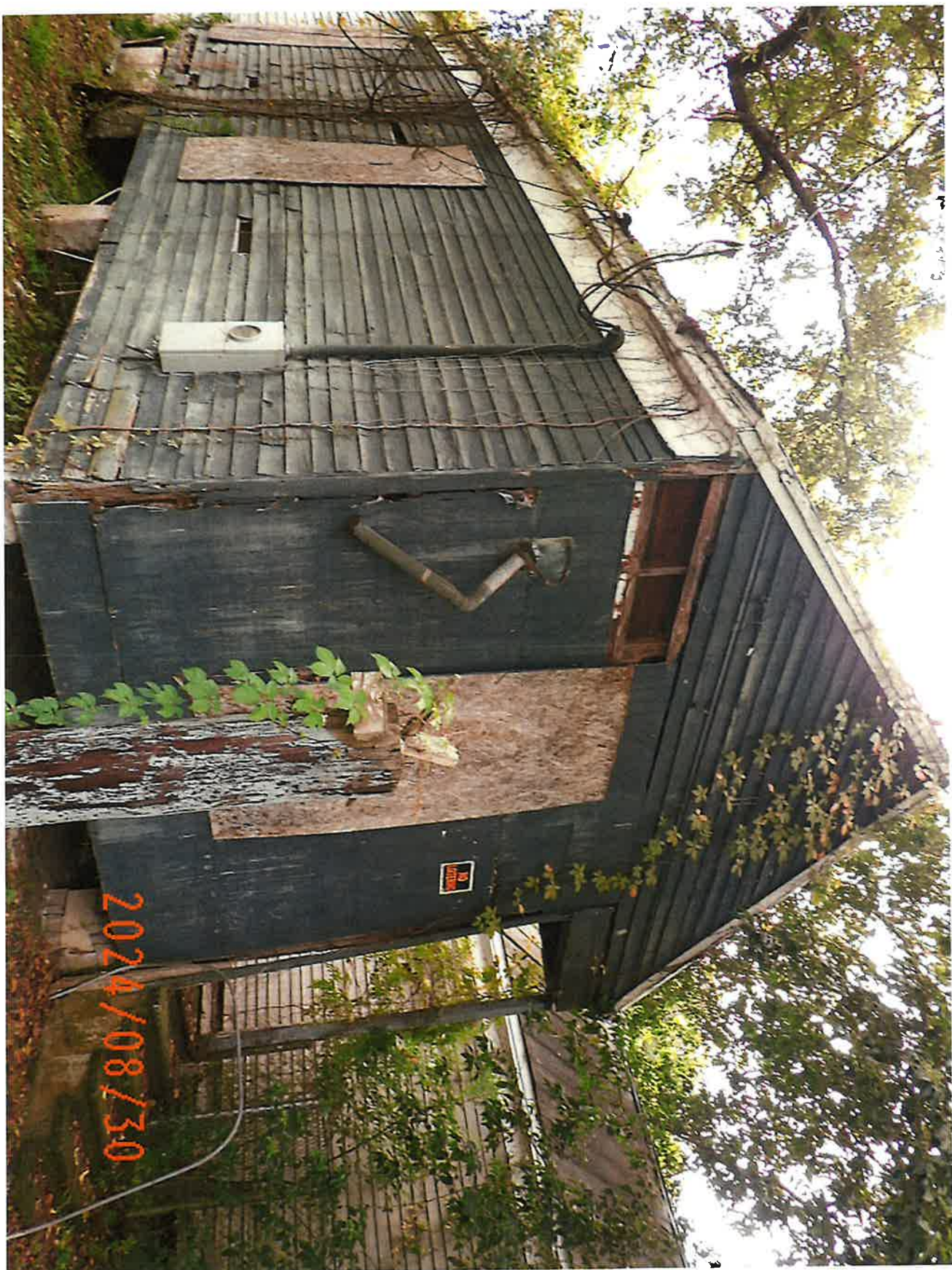
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1267 CONGRESS STREET

PHOTOS AGENDA / DW



Affidavit of Mailed Notice



Date: September 10, 2024

State of Alabama
County of Mobile

Subject Property – 1267 Congress Street

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

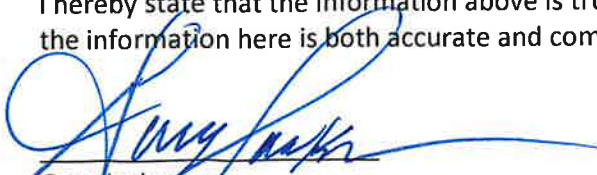
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **7 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1267 Congress St aka 206 Ann Street

Date: December 27, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 29, 2023

Per the Title Report, the owner is: Fee simple owner is KOF Church, Inc – Tax Lien Interest in Ortis C. Rhodes, Jr for 2015 – 2022

Notes: KOF Church, Inc not listed on Secretary of State of Alabama website. Was able to locate possible contact through address lookup on LexisNexis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | KOF Church, Inc
1267 Congress St
Mobile AL 36603-5449 | Revenue Commission Location /subject address |
| 2 | KOF Church, Inc
PO Box 66358
Mobile AL 36606 | Revenue Commission address sales history good
2009-2024 |
| 3 | Arthur and Jacqueline Holmes
1851 Canal St
Mobile AL 36606-4341 | Possible contacts for KOF Church
LexisNexis address good 2/2008/10/2023
Phone number 251-648-1473, 334-432-9236, 251-
379-3912, 251-478-5047, 251-476-4609, 251-348-
7769, 251-455-9624 |
| 4 | Arthur and Jacqueline Holmes
2780 Government St
Mobile AL 36606-2606 | LexisNexis address good 2007-12-2023 |
| 5 | Arthur Lee Holmes
648 Gehrig Ave
Mobile AL 36610-2328 | LexisNexis address good 6/2023-8/2023 |

6 Arthur and Jacqueline Holmes LexisNexis address good 2022
311 Houston St
Mobile AL 36606-4304

**TAX STATUS: Active Tax Lien for 2015-2022 2023 Taxes
are due by 12/31/2023**

7 Ortis C Rhodes Jr Tax Lien Interest owner
7308 Mockingbird Cir LexisNexis address good 10/2023
Glen Burnie MD 21060-8419 Phone numbers 251-545-5306, 251-545-0291, and
410-439-3205

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs KOF Church Inc, filed on 4/26/2021, recorded on 5/3/2021,
instrument number 2021027767.

Lis Pendens - City of Mobile vs KOF Church Inc, filed on 5/20/2021, recorded on
6/28/2021, instrument number 20210415535.

Lis Pendens - City of Mobile vs KOF Church Inc, filed on 2/24/2022, recorded on
3/23/2022, instrument number 2022021413.

Lis Pendens - City of Mobile vs KOF Church Inc, filed on 10/20/2023, recorded on
11/14/2023, instrument number 2023067154.

Resolution/Ordinance – adopted 5/17/2022, recorded 7/19/2022, instrument number
2022048260.

RESOLUTION

Sponsored by: Councilmember C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **1289 Carlton Acres E** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1289 Carlton Acres E** escribed as:

**N 100 FT OF LOT 7 1/2 CARLTON ACS MBK 3 PG 440 #SEC 51 T4S R1W #MP29
09 51 0 010**

Parcel Number: 29 09 51 0 010 098

Last Assessed to: GUESS JOSEPH A SR

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 3, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

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

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1289 CARLTON ACRES**, OWNED BY OR MAY HAVE AN INTEREST: **GUESS JOSEPH A SR C** A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 09 51 0 010 098

COUNCIL DISTRICT 3 – C J SMALL

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

GJ/DLW



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1289 CARLTON ACRES E

Property Details

PARCEL KEY# 00897710
PROPERTY STATUS COMPLETE
BLIGHT ZONE
STRUCTURE TYPE Residential

LOCAL HISTORIC REGISTRY
NATIONAL HISTORIC REGISTRY
COUNCIL DISTRICT 3
FLOOD ZONE

Survey Results

DANGER TO ADJOINING PROPERTY N
DANGER TO PUBLIC ROW N
DANGER TO HUMAN/LIFE/HEALTH N
HISTORIC CONTRIBUTING STRUCTURE N
VACANT Y
OPEN BUILDING PERMITS
BUILDING OPEN TO THE PUBLIC Y
PROXIMITY TO BLIGHT Y
SURVEY DATE

TAX DELINQUENT N
CODE VIOLATIONS Y
UTILITIES DISCONNECTED N
WATER PENETRATING STRUCTURE Y
FIRE DAMAGE N
ROOF DAMAGE Y
WALL COMPROMISED Y
FOUNDATION COMPROMISED N
COMMENTS

Property Score

SCORE 58

SCORE DESCRIPTION

Demo

Notes

IL

REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☒

APPROVAL DATE

3/4/24

Noted 5 to 0 for partial
DEMOLITION of porch AND second
dwelling.

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 07/16/2024

Property Address: 1289 Carlton Acres E

District No: 3

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

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



Joseph A Guess, Senior
1277 Carlton Acres E
Mobile, Alabama 36605-2562

July 16, 2024

RE: **1289 Carlton Acres E**
Project Number: **ME-022-23**

Dear Joseph A Guess Senior:

On July 3, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1289 Carlton Acres E.

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

N 100 FT OF LOT 7 1/2 CARLTON ACS MBK 3 PG 440 #SEC 51 T4S R1W #MP29 09 51 0 010

Parcel Number: 29 09 51 0 010 098

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **August 30, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 30, 2024**, provide the Code Official with a work plan to accomplish the repairs by **August 30, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 30, 2024**, which is 45 days from the date of this NOTICE.

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

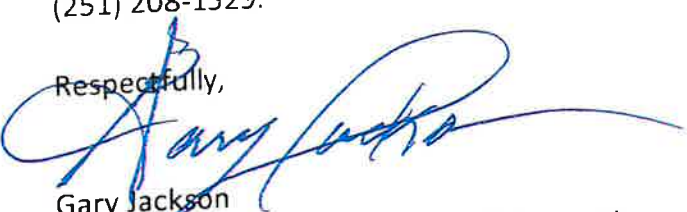
- ☒ Repaired; or,
- ☒ Demolished

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

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

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

Respectfully,


Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

1289 CARLTON ACRES

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1289 CARLTON ACRES

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1289 CARLTON ACRES

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1289 CARLTON ACRES

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1289 CARLTON ACRES

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1289 CARLTON ACRES

PHOTOS AGENDA / DW



Affidavit of Mailed Notice



Date: September 10, 2024

State of Alabama
County of Mobile

Subject Property – 1289 Carlton Acres

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

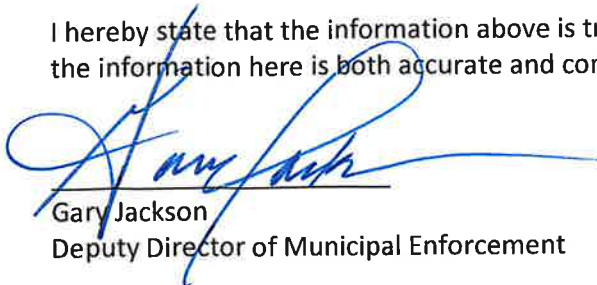
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 5 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1289 E Carlton Acres

Date: April 25, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 22, 2024

Per the Title Report, the owner is: DBM Holdings, LLC – Tax Deed Interest in Joseph A. Guess, Sr.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | DBM Holdings, LLC
c/o Daniel B. Moran
Joseph A. Guess, Sr.
1289 E Carlton Acres
Mobile AL 36605-2562 | Owner – Location/subject address |
| 2 | DBM Holdings, LLC
c/o Daniel B. Moran
5202 Jarrett Ct
Centreville VA 20120-1748 | LexisNexis address good 4/2024 - Phone numbers are 703-965-3992, 703-628-7545 and 703-989-6501 |
| TAX STATUS: 2023 TAXES ARE PAID CURRENT BY TAX DEED OWNER JOSEPH A. GUESS, SR. | | |
| 3 | Joseph A. Guess, Sr.
1277 E Carlton Acres
Mobile AL 36605-2562 | Tax deed interest owner per Tax Deed # 6807, Instrument number 2020039238 recorded 7/2/2020 – Phone numbers are 251-689-7878, 251-447-8136 and 251-331-7049 good 2023 |
| 4 | Joseph A. Guess, Sr.
1267 E Carlton Acres
Mobile AL 36605-2561 | LexisNexis address good 2023 |
| 5 | Joseph A. Guess, Sr.
1257 W Carlton Acres
Mobile AL 36605-2562 | LexisNexis address good 2023 |

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Joseph A. Guess, Sr., filed on 3/5/2024, recorded 3/21/2024, instrument number 2024016338.

RESOLUTION

Sponsored by: C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2010 VICTORY 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. 1, 3, 4, 5, 7, 8 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2010 VICTORY DRIVE WEST** described as:

LOTS 1 & 2 BLK A TERRY'S SUB OF LOTS 24 & 25 CHOCTAW POINT
TRT DBK 80 PG 327

Parcel Number: 29 09 29 4 003 063

**Last Assessed to: KINGDOM OF FAITH APOSTOLIC LATTER DAYS
CHRISTIAN MINISTRIES, INC.**

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 23, 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, September 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2010 VICTORY DRIVE WEST.**
OWNED BY OR MAY HAVE AN INTEREST: **KINGDOM OF FAITH APOSTOLIC LATTER DAYS**
CHRISTIAN MINISTRIES, INC. IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085,
ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for
all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 29 4 003 063

COUNCIL DISTRICT 3 – C. J. SMALL

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

GJ/md



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

2010 VICTORY DR W

Property Details

PARCEL KEYX	00876261	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

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

Property Score

SCORE	65	SCORE DESCRIPTION	Demo
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Notes

Dr

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 2/4/29

Noted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 07/03/2024

Property Address: 2010 Victory Drive West

District No: 3

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

























Affidavit of Mailed Notice



August 30, 2024

State of Alabama
County of Mobile

Subject Property – 2010 Victory 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.

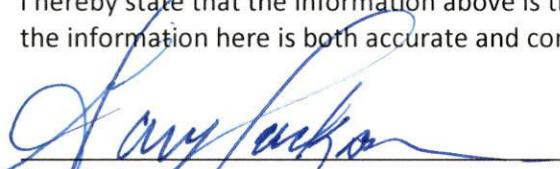
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **13** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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


Gary Jackson,
Municipal Enforcement Deputy Director

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



Kingdom of Faith Apostolic Latter Days Christian Ministries, Inc.
2010 Victory Drive West
Mobile, AL 36606

July 16, 2024

RE: 2010 Victory Drive West
Project Number: ME-024-24

Dear Kingdom of Faith Apostolic Latter Days Christian Ministries, Inc.:

On July 3, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2010 Victory Drive West.

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

LOT 5 BLK 1 VICTORY PLACE MBK 3/658 #SEC 29 T4S R1W #MP29
09 29 4 003

Parcel Number: 29 09 29 4 003 063

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **August 30, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 30, 2024**, provide the Code Official with a work plan to accomplish the repairs by **August 30, 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 **August 30, 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 **September 10, 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/remove foundation

- 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: 2010 Victory Drive West

Date: April 19, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 19, 2024

Per the Title Report, the owner is: Fee simple is vested in Kingdom of Faith Apostolic Latter Days Christian Ministries, Inc.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Kingdom of Faith Apostolic
Latter Days Christian
Ministries, Inc.
2010 Victory Dr W
Mobile AL 36606-4209 | Subject/location address |
| 2 | Kingdom of Faith Apostolic
Latter Days Christian
Ministries, Inc.
PO Box 66358
Mobile AL 36660-1358 | Revenue Commission website mailing address
good 2023-2024 |
| 3 | Kingdom of Faith Apostolic
Latter Days Christian
Ministries, Inc.
1360 Arlington St
Mobile AL 36605-1665 | LexisNexis address and phone number (251) 379-
3912 (per Google) |
| 4 | Kingdom of Faith Apostolic
Latter Days Christian
Ministries, Inc.
459 Dauphin Island Pkwy
Mobile AL 36606-1665 | LexisNexis address good 12/16/2024 |
| 5 | Arthur Lee Holmes, Sr.
648 Gehrig Ave
Mobile AL 36610-2328 | Listed as Incorporator on Secretary of State of
Alabama website and listed on Articles of
Incorporation. Phone number 251-648-1473, 251-
644-0846, 251-478-5047, 251-476-4609, 251-348-
7769 good 2024 |
| 6 | Arthur Lee Holmes, Sr.
1851 Canal St
Mobile AL 36606-4341 | LexisNexis address good 3/2024 |

- | | | |
|----|--|--|
| 7 | Arthur Lee Holmes, Sr.
2780 Government Blvd
Mobile AL 36606-2606 | LexisNexis address good 4/2024 |
| | | |
| 8 | Arthur Lee Holmes, Sr.
311 Houston St
Mobile AL 36606-4304 | LexisNexis address good 2023 |
| | | |
| 9 | Arthur Lee Holmes, Sr.
457 Houston St
Mobile AL 36605 | Listed as registered agent – address on Secretary
of State website |
| | | |
| 10 | Lisa James Pritchett
2402 Lilac Ave
Mobile AL 36606-2039 | Listed as Incorporator on Secretary of State of
Alabama website and listed on Articles of
Incorporation. LexisNexis address good 2/2024
Phone numbers 251-379-4531, 251-725-8385 and
251-348-7542 good 2024 |
| | | |
| 11 | Lisa James Pritchett
120 Abrams St
Mobile AL 36607-2402 | LexisNexis address good 1/2024 |
| | | |
| 12 | Jonas Dillard
1576 Robert E Lee St
Mobile AL 36605-4906 | Listed as Incorporator on Secretary of State of
Alabama website and listed on Articles of
Incorporation. LexisNexis address good 4/2024 –
Phone number 251-458-8632, 251-298-0989 and
251-473-7970 good 2024 |
| | | |
| 13 | Jonas Dillard
1571 Orange St
Mobile AL 36605-4843 | LexisNexis address good 2023 |

**TAX STATUS: TAXES ARE CURRENT AND PAID FOR
2023 TAX YEAR**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Campbell Homes Inc c/o Kingdom of Faith Apostolic Latter Days, filed 11/28/2023, recorded 3/21/2024, instrument number 2024016336.

RESOLUTION

Sponsored by: C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1009 S WASHINGTON AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8 and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1009 S WASHINGTON AVENUE** described as:

LOTS 1 & 2 BLK A TERRY'S SUB OF LOTS 24 & 25 CHOCTAW POINT
TRT DBK 80 PG 327

Parcel Number: 29 10 37 0 008 136

Last Assessed to: HOUSE MARTHA

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 23, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

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

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1009 S. WASHINGTON AVENUE**. OWNED BY OR MAY HAVE AN INTEREST: **HOUSE MARTHA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 37 0 008 136

COUNCIL DISTRICT 3 – C. J. SMALL

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

GJ/md



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1009 S WASHINGTON AVE

Property Details

PARCEL KEYX	00944303	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	Oakdale
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

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	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	70	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

2/16/24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 07/03/2024

Property Address: 1009 S. Washington Avenue **District No:** 3

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





















Affidavit of Mailed Notice



August 30, 2024

State of Alabama
County of Mobile

Subject Property – 1009 S. Washington Avenue.

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

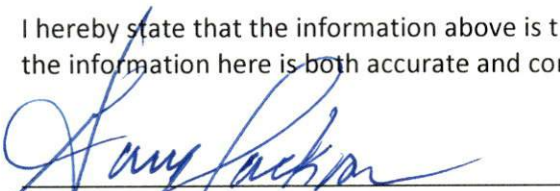
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 10 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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



Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Jerry House
1009 S. Washington Avenue
Mobile, AL 36603-1021

July 16, 2024

RE: **1009 S. Washington Avenue**
Project Number: ME-018-24

Dear Jerry House:

On July 3, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1009 S. Washington Avenue.

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

LOTS 1 & 2 BLK A TERRYS SUB OF LOTS 24 & 25 CHOCTAW POINT
TRT DBK 80 PG 327

Parcel Number: 29 10 37 0 008 136

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **August 30, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 30, 2024**, provide the Code Official with a work plan to accomplish the repairs by **August 30, 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 **August 30, 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 **September 10, 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/remove foundation

- 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: 1009 S Washington Avenue

Date: May 7, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 26, 2024

Per the Title Report, the owner is: Martha House

Notes: An executrix deed 5990-77(Lot 2) and a warranty deed 7557-1190 (Lot 1) put the property in Martha House's name. There was no obit for Martha House. I listed her husband as contact. She had no children listed in LexisNexis. Only siblings. I listed the person that has paid the taxes for the past few years as possible contact. I could not find any relation to the owner for her. Also, listing CMC Investments, LLC even though there is a Scrivener's Affidavit 2023053130 that states deed 2023022771 is null and void.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Jerry House
1009 S Washington Ave
Mobile AL 36603-1021 | Husband – LexisNexis address good 1/2024 –
Location/subject address – Phone numbers is 251-
487-5194 good 1/2024 |
| 2 | Jerry House
957 S Dearborn St A
Mobile AL 36603-1250 | LexisNexis address good 3/2024 |
| 3 | Stacey Young
2726 River Rd
Ellenwood GA 30294-1257 | Revenue Commission mailing address for 2022 tax
year. Phone numbers are 678-536-8867, 404-319-
0057 good 2024. Stacey Young has paid property
taxes from 2021-2023 tax years. |
| 4 | Stacey Young
PO Box 292515
Los Angeles CA 90029-7515 | LexisNexis address good 5/2023 |
| 5 | CMC Investments, LLC
PO Box 180716
Mobile AL 36618-0716 | Revenue Commission mailing address good 2023-
2024 |

- | | | |
|---|--|---|
| 6 | CMC Investments, LLC
3929 Airport Blvd Ste 508
Mobile AL 36609-1987 | LexisNexis address good 3/6/2024 |
| 7 | CMC Investments, LLC
6116 Porters Ln
Eight Mile AL 36613-2212 | LexisNexis address good 3/6/2024 |
| 8 | CMC Investments, LLC
c/o William Wiggins
308 11 th Avenue
Chickasaw AL 36611 | Register Agent listed on Secretary of State of
Alabama website for CMC Investments LLC |

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report:

- | | | |
|----|--|--|
| 9 | State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132 | State of Alabama vs Jerry House and Martha
House, instrument number 2023028692 recorded
5/5/2023 – Account number IIT-R003387795
Lien number 27598336 |
| 10 | Richard L. Watters
c/o Frank Lenore Thiemonge, II
158 S Jackson St
Mobile AL 36602 | Richard L. Watters vs Martha House
Recorded 6/23/2023 instrument number
2023037777 |

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Martha House, filed 3/5/2024, recorded 3/21/2024,
instrument number 2024016314

RESOLUTION

Sponsored by: Councilmember Ben Reynolds – District 4

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **4885 Dan Williams Road** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **4855 Dan Williams Road** described as:

COMM AT NW COR OF SW 1/4 OF SECT 11 T6S R2W THEN RUN E 745 FT THEN S 30 FT TO PT FOR PT OF BEG THEN CONT S 435 FT THEN E 61 FT THEN N 435 FT THEN RUN W 61 FT TO PT OF BEG LESS N 10 FT TO DAN WILLIAMS DRIVE #SEC 11 T6S R2W #MP38 01 11 3 000

Parcel Number: 38 01 11 3 000 008

Last Assessed to: WILLIAMS ARTAYJA LAMYA

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
September 3, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

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

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4885 DAN WILLIAMS ROAD**, OWNED BY OR MAY HAVE AN INTEREST: **WILLIAMS ARTAYJA LAMYA** 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: 38 01 11 3 000 008

COUNCIL DISTRICT 4 – BEN REYNOLDS

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

GJ/DLW



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

4885 DAN WILLIAMS RD

Property Details

PARCEL KEYX	01238976	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	4
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

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

Property Score

SCORE	78	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

*IC
mobile home*

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

2/2/24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 07/16/2024

Property Address: 4885 Dan Williams Road

District No: 4

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

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



Artayja Lamy Williams
8720 Tillman Road
Saint Elmo, Alabama 36568

July 16, 2024

**RE: 4885 Dan Williams Road
Project Number: ME-008-24**

Dear Artayja Lamy Williams:

On July 3, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 4885 Dan Williams Road.

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

COMM AT NW COR OF SW 1/4 OF SECT 11 T6S R2W THEN RUN E 745 FT THEN S 30 FT TO PT
FOR PT OF BEG THEN CONT S 435 FT THEN E 61 FT THEN N 435 FT THEN RUN W 61 FT TO PT OF
BEG LESS N 10 FT TO DAN WILLIAMS DRIVE #SEC 11 T6S R2W #MP38 01 11 3 000

Parcel Number: 38 01 11 3 000 008

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **August 30, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 30, 2024**, provide the Code Official with a work plan to accomplish the repairs by **August 30, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 30, 2024**, which is 45 days from the date of this NOTICE.

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

- ☒ Repaired; or,
- ☒ Demolished

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

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

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

Respectfully,


Gary Jackson

Deputy Director of Municipal Enforcement



NUISANCE ABATEMENT

4885 DAN WILLIAMS ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

4885 DAN WILLIAMS ROAD

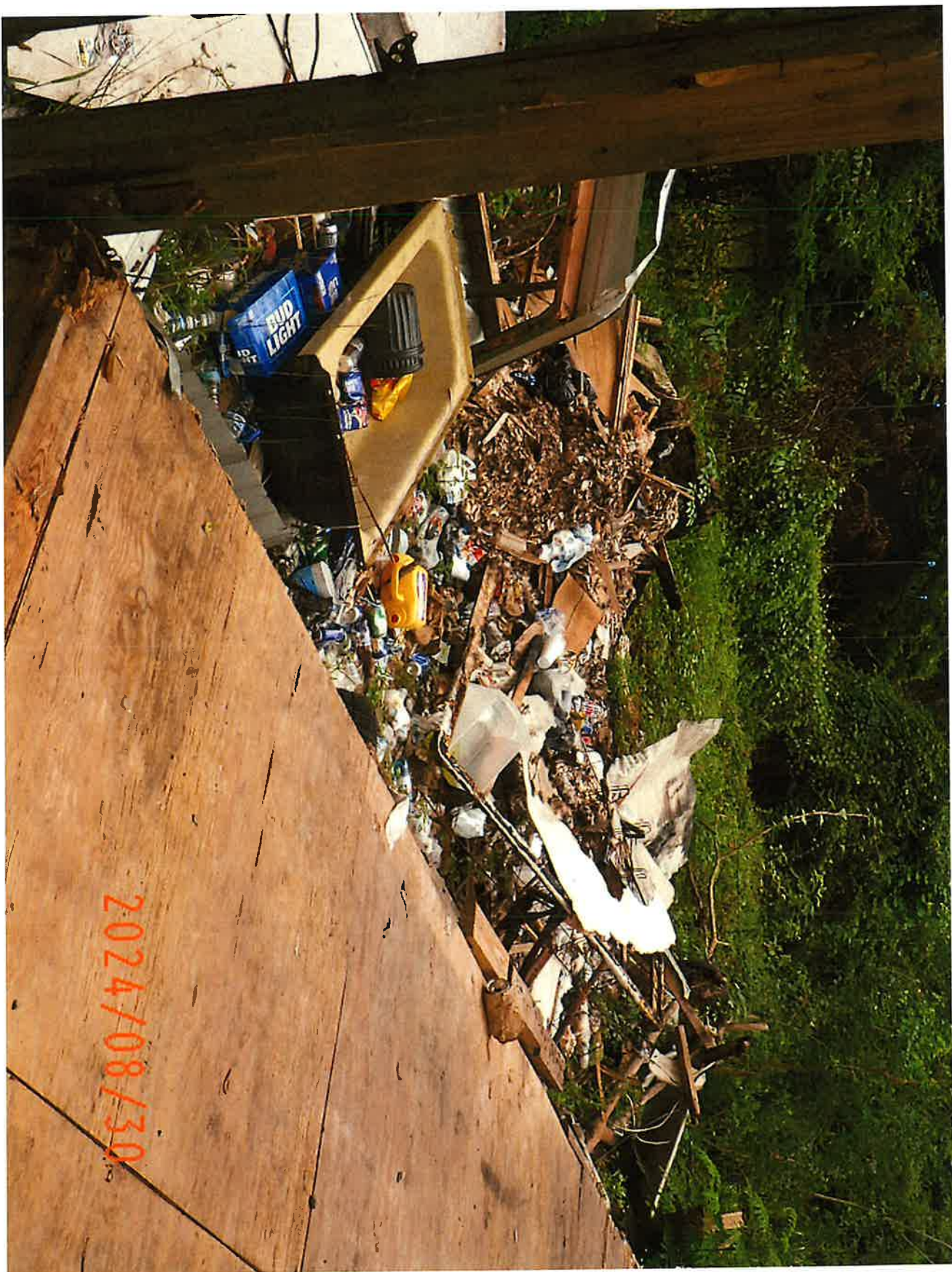
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

4885 DAN WILLIAMS ROAD

PHOTOS AGENDA / DW





Affidavit of Mailed Notice



Date: September 10, 2024

State of Alabama
County of Mobile

Subject Property – 4885 Dan Williams Road

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

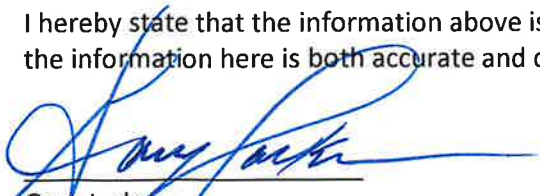
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement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

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

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

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

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


Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 4885 Dan Williams Road

Date: April 5, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 5, 2024

Per the Title Report, the owner is: Artayja Lamy Williams

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Artayja Lamy Williams
Tikeithian S Williams
4885 Dan Williams Rd
Theodore AL 36582-2437 | Owner – Revenue Commission location
address/subject address – LexisNexis address
good 2022 – Phone numbers 251-653-5325, 251-
753-8749, 425-233-2550 and 251-303-2928 good
2024 |
| 2 | Artayja Lamy Williams
Stephanie Alston Quinnie
7330 Elmo Ave
Theodore AL 36582-2272 | LexisNexis address good 1/2024 |
| 3 | Artayja Lamy Williams
8720 Tillman Rd
Saint Elmo AL 36568 | LexisNexis address good 12/2021 |
| 4 | Stephanie Alston Quinnie
PO Box 892
Theodore AL 36590-0892 | Paid 2021 taxes – Phone number 251-623-4983
and 251-391-1602 good 2024.
LexisNexis address good 2023 |
| 5 | Tikeithian S Williams
557 Azolan
Mobile AL 36601 | Paid 2020 & 2022 taxes
LexisNexis address good 9/2023 |
| 6 | Tikeithian S Williams
3600 Dauphin Island Pkwy
Mobile AL 36605-3818 | LexisNexis address good 6/2023 |

**TAX STATUS: 2023 TAX ARE DELINQUENT AND DUE BY
MAY 2024 BEFORE LIEN SALE**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Artayja Lanya Williams, filed 3/5/2024, recorded 3/21/2024,
instrument number 2024016340

RESOLUTION

Sponsored by: Councilmember 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 **5937 Westhaven Drive S** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **5937 Westhaven Drive S** described as:

LOT 4 BLK 11 HILLSDALE HGTS MBK 10 P 183 SECT 17 T4S R2W #SEC 17 T4S R2W #MP28 04 17 2 002

Parcel Number: 28 04 17 2 002 002

Last Assessed to: LAFFITTE PAMELA JEAN

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

September 3, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

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

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **5937 WESTHAVEN DRIVE S**, OWNED BY OR MAY HAVE AN INTEREST: **LAFFITTE PAMELA JEAN** 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 04 17 2 002 002

COUNCIL DISTRICT 7 – GINA GREGORY

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

GJ/DLW



City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

5937 Westhaven Drive S

Property Details

Parcel Key	490668	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	N	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	07-03-24	Comments	

Property Score

Score	32	Score Description	
-------	----	-------------------	--

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 07/16/2024

Property Address: 5937 Westhaven Drive S

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 are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

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



Pamela Laffitte
P O Box 82145
Mobile, Alabama 36689-2145

July 16, 2024

RE: 5937 Westhaven Drive S
Project Number: ME-102-22

Dear Pamela Laffitte:

On July 3, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 5937 Westhaven Drive S.

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

LOT 4 BLK 11 HILLSDALE HGTS MBK 10 P 183 SECT 17 T4S R2W #SEC 17 T4S R2W #MP28 04 17 2 002

Parcel Number: 28 04 17 2 002 002

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **August 30, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **August 30, 2024**, provide the Code Official with a work plan to accomplish the repairs by **August 30, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 30, 2024**, which is 45 days from the date of this NOTICE.

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

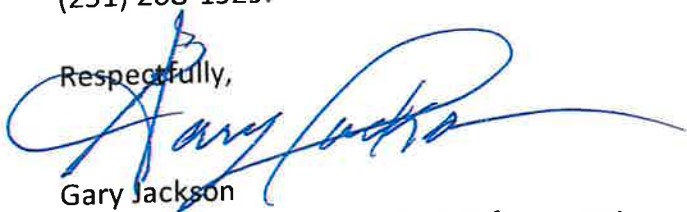
- ☒ Repaired; or,
- ☒ Demolished

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

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

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

Respectfully,


Gary Jackson

Deputy Director of Municipal Enforcement



NUISANCE ABATEMENT

5937 WESTHAVEN DRIVE S

PHOTOS AGENDA / DW



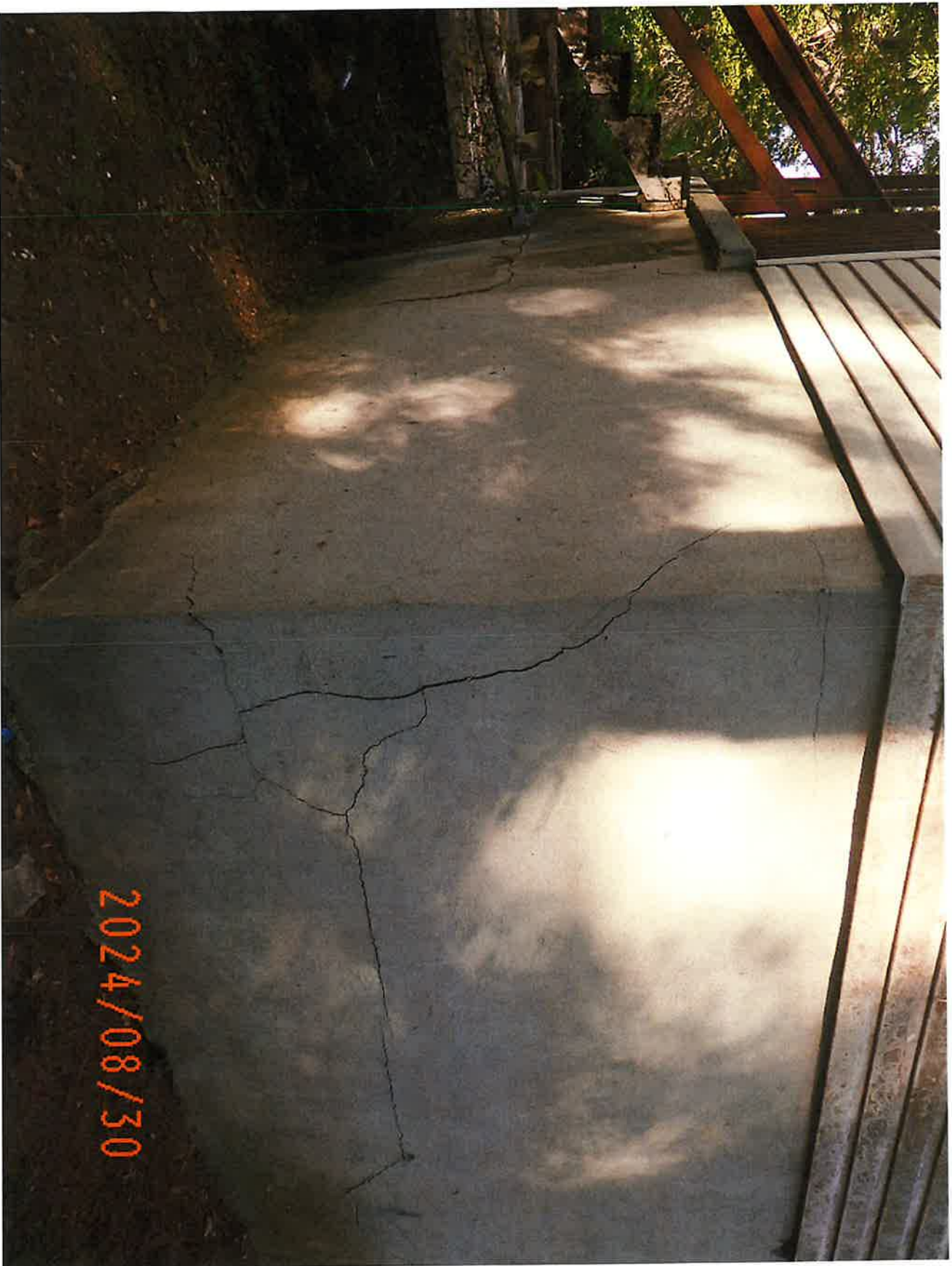
NUISANCE ABATEMENT

5937 WESTHAVEN DRIVE S

PHOTOS AGENDA / DW









NUISANCE ABATEMENT

5937 WESTHAVEN DRIVE S

PHOTOS AGENDA / DW

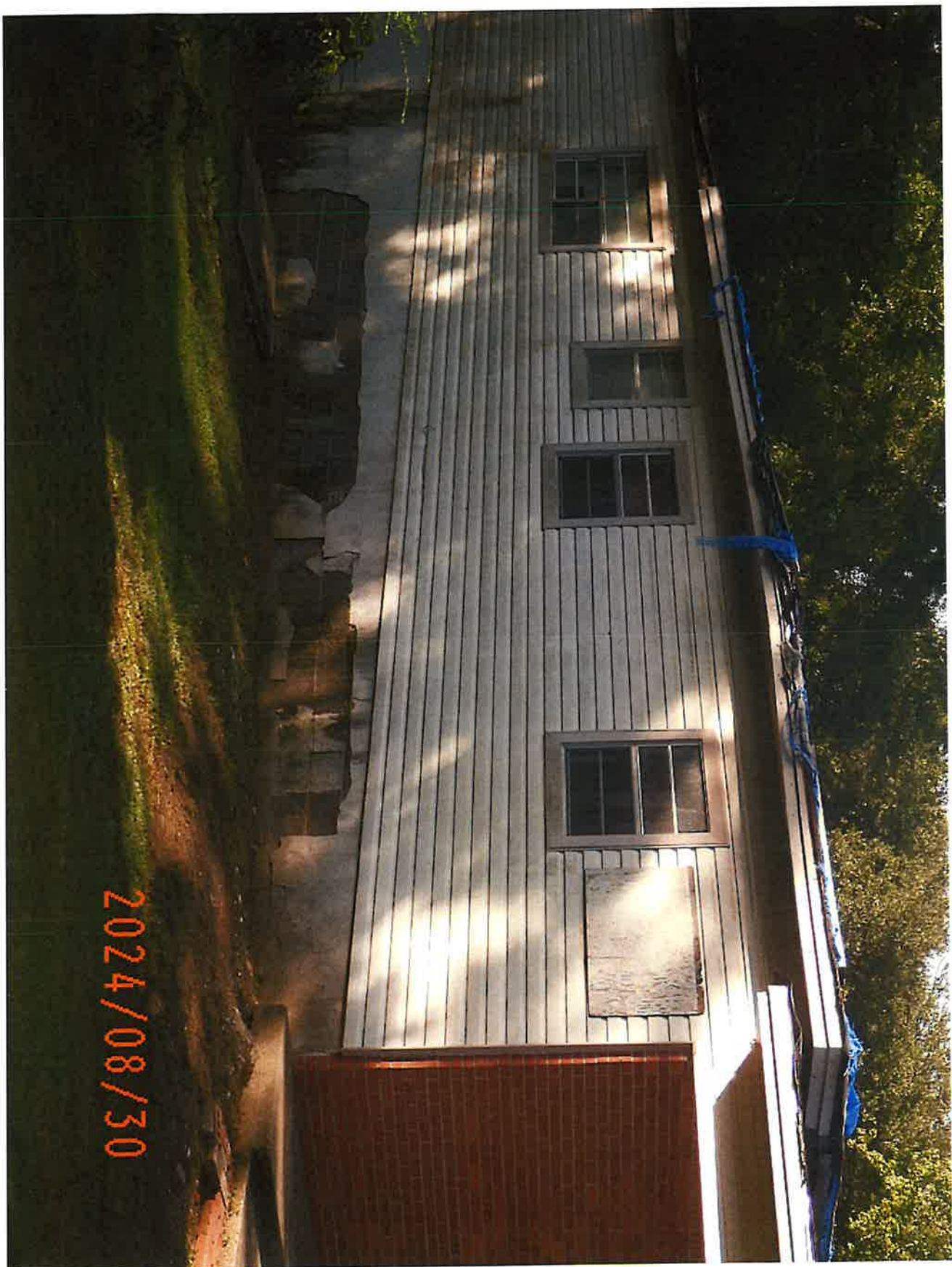


NUISANCE ABATEMENT

5937 WESTHAVEN DRIVE S

PHOTOS AGENDA / DW



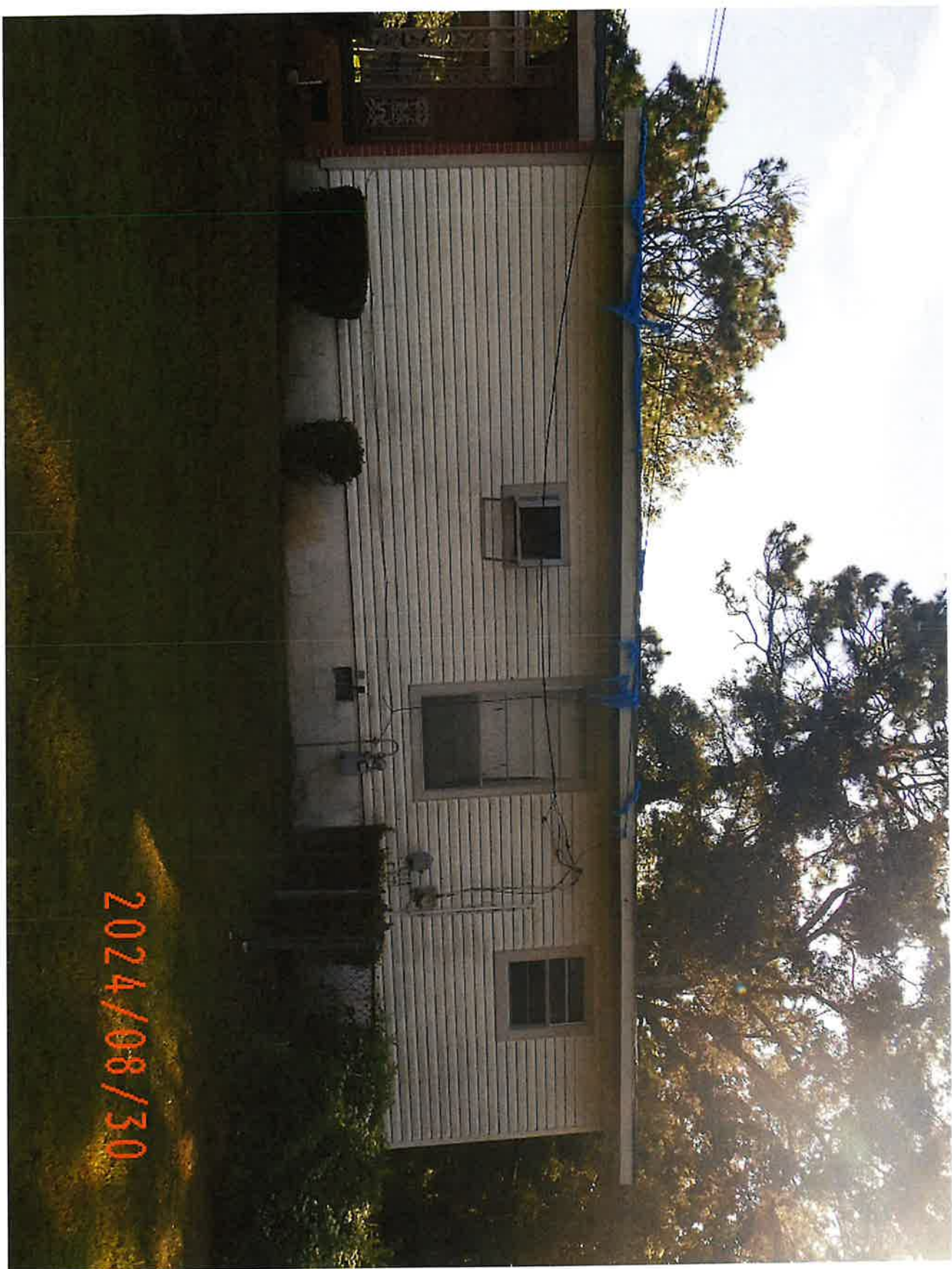




NUISANCE ABATEMENT

5937 WESTHAVEN DRIVE S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

5937 WESTHAVEN DRIVE S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

5937 WESTHAVEN DRIVE S

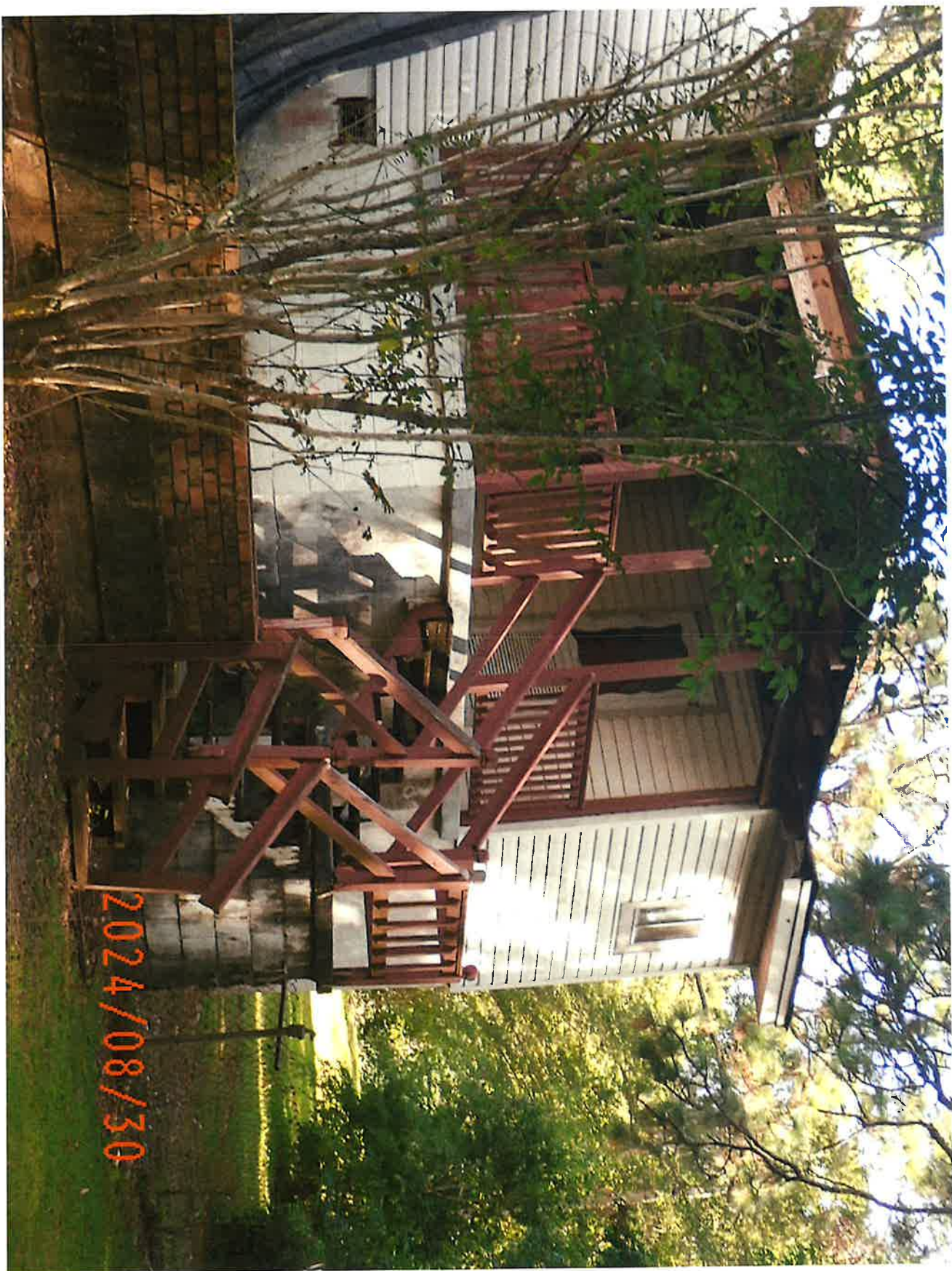
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

5937 WESTHAVEN DRIVE S

PHOTOS AGENDA / DW



Affidavit of Mailed Notice



Date: September 10, 2024

State of Alabama
County of Mobile

Subject Property – 5937 Westhaven Drive S

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

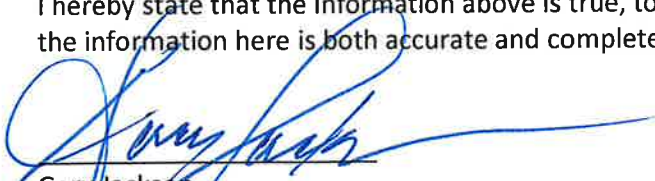
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **23 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 5937 S Westhaven Drive **UPDATE**

Date: May 15, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 9, 2024, Updated from August 27, 2022

Per the Title Report, the owner is: Frank H. Kruse, Administrator of the Estate of Ruth M. Nicholson, deceased date of death 10/28/2005 and Heirs. Tax Deed interest Mark A. Haynes and Pamela Jean Laffitte

NOTE: Ruth M. Nicholson DOD 10/28/2005 intestate. Heirs include Betty Paige (DOD 8/18/04), JoAnn Smith (DOD 03/01/2008) Grady Archie Nicholson is Ruth's Husband and is deceased per probate but cannot locate obit or date of death. LexisNexis does not show date of death. There are several names on probate case 2009-0519 that are not attached to relatives of heirs. I listed them on worksheet but not on family tree. Henry A. Nicholson (deceased 1/18/2018), Ola Blanton, and Bernadetta Nicholson. There are several names that are definitely heirs of the deceased owner that were not on list as interested parties in the case 2009-0519 but were listed on obits. Willie Odell Smith, Jr, Ursula Shelborne, Melody Nicholson and Marion Smith. The probate case is still open.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Tomeka Washington
Grady Nicholson
5937 S Westhaven Dr
Mobile AL 36608 | Subject Address - Address also listed on Judicial website |
| 2 | Willie Odell Smith Jr
920 Wendover Rd
Mobile AL 36608-3544 | Heir (grandson of Ruth M. Nicholson) – LexisNexis address good 2/2024 – Phone number 251-633-2055 |
| 3 | Willie Odell Smith Jr
1714 Alee Dr
Mobile AL 36605-2701 | LexisNexis address good 1/2024 |
| 4 | Pamela Laffitte
6307 Fontaine Dr
Mobile AL 36608-5549 | Heir (granddaughter of Ruth M. Nicholson)
LexisNexis address good 2/2024 - Phone number 251-581-5675, 251-574-8648 good 2024 |

- | | | |
|----|--|--|
| 5 | Pamela Laffitte
PO Box 82145
Mobile AL 36689-2145 | LexisNexis address good 1/2024 – Address listed on Vendors Lien Deed and also mailing address from Revenue Commission website |
| 6 | Miranda Kellogg
6101 Waringwood Dr S
Mobile AL 36608-5540 | Heir (granddaughter of Ruth M. Nicholson)
LexisNexis address good 3/2024 Phone number 251-609-6688, 251-706-9368 and 251-209-0447 good 2024 – Address also listed on Judicial website |
| 7 | Miranda Kellogg
PO Box 81561
Mobile, AL 36689-1561 | LexisNexis address good 2024 |
| 8 | Ursula Shelborne
10709 Ridgeview Dr
Mobile AL 36608-9473 | Heir (granddaughter of Ruth M. Nicholson)
LexisNexis address good 1/2024 – Phone numbers 251-554-6931, 251-554-6362 and 251-366-2420 good 2024 |
| 9 | Ursula Shelborne
2052 Post Oak Ct
Mobile AL 36695-7300 | LexisNexis address good 3/2024 |
| 10 | Tomeka Washington
330 Lakeview Dr
Mobile AL 36695-3324 | Heir (granddaughter of Ruth M. Nicholson)
LexisNexis address good 1/2024 – Phone numbers 251-487-6685, 251-385-0588 and 251-447-8158 good 2024 |
| 11 | Tomeka Washington
PO Box 8007
Mobile AL 36689-0007 | LexisNexis address good 2/2024 |
| 12 | Melanie Evers-Parker
1020 Power Ave Apt 75
Pittsburg CA 94565-3763 | Daughter/stepdaughter per Betty Paige Obit
LexisNexis address good 3/2024 – Phone number 925-550-6116 good 2024 |
| 13 | Melanie Evers-Parker
1020 Power Ave Apt 63
Pittsburg CA 94565 | Address also listed on Judicial website |
| 14 | Ola Blanton
1123 W 18 th St
Antioch CA 94509-1423 | Listed in estate case as interested party –
LexisNexis address good 3/2024 – Phone number 925-727-1777 and 925-727-1787 good 2024 |
| 15 | Ola Blanton
2200 Sycamore Dr Apt 155
Antioch CA 94509-3066 | LexisNexis address good 12/2022 |

- | | | |
|----|---|---|
| 16 | Ola Blanton
121 Rainer Ln
Antioch CA 94509 | Address also listed on Judicial website |
| 17 | Bernadette Nicholson Sanders
1455 Darwood Dr
Mobile AL 36605-5245 | Listed in estate case as interested party –
LexisNexis address good 2/2024 – Phone numbers
are 251-408-1895, 251-721-1597, and 251-382-
6098 good 2024 |
| 18 | Bernadette Nicholson Sanders
1606 Raven Dr
Mobile AL 36605-5012 | LexisNexis address good 8/2021 |
| 19 | Frank H. Kruse, Administrator of
the Estate of Ruth M. Nicholson
169 Dauphin St Ste 215
Mobile AL 36602-3271 | Owner/Administrator – LexisNexis address good
3/2024 – Phone numbers are 251-401-3639, 251-
410-3639, and 251-988-8366 good 2024 – Address
also listed on Judicial website |
| 20 | Frank H. Kruse, Administrator of
the Estate of Ruth M. Nicholson
215 S Cedar St
Mobile AL 36602 | LexisNexis address good 5/2024 |
| 21 | Estate of Grady Nicholson, Sr
3247 Vine St
Denver CO 80205 | Deceased Heir listed on Judicial case number
2009-0519. |

TAX STATUS: 2023 TAXES PAID CURRENT BY PAMELA LAFFITTE

Parties with recorded liens per Title Report:

- | | | |
|----|---|---|
| 22 | Harrison Finance Company
c/o William Luther Poole
917 Western America Cir Ste
200
Mobile AL 36609 | Judgement: Harrison Finance Company vs Pamela
Laffitte recorded 05/15/2014 bk7149 pg75 |
|----|---|---|

Open Mortgages: Vendors Lien Deed 2023011084

- | | | |
|----|---|--|
| 23 | Mark Haynes
267 Houston St
Mobile AL 36606-4318 | Tax Deed Interest number 6434 recorded 7/2/2019
instrument number 2019037386 – Phone number
251-478-5203 good 4/2024 – Address also listed
on Vendors Lien Deed and tax deed – He owns
Springhill Insurance Company. Address is the
business. |
|----|---|--|

Lis Pendens: NONE



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

A blue ink handwritten signature, likely of Gary Jackson, is written over the 'FROM' line.

DATE: **September 5, 2024**

SUBJECT: WEED LIEN GROUP **1660**

Attached, please find Assessment Lists for Weed Lien Group Number **1660** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

9/10/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

10/15/2024

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED):

9/12/2024

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER:

9/26/2024

LEGAL NOTICE ADS:

10/2/2024-10/9/2024

POSTING DATE:

10/8/2024

Copy to: Marchetta Taite

	WEED LIEN					
	1660				Res. No.	
9/10/2024	LOTS TO BE DECLARED				58-	
10/15/2024	LOTS FOR PUBLIC HEARING				58-	
//2024	LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1821 Gill Rd	37468	43373		3	
2	481 Chin St	41007	43375		2	
3	500 Chin St	40658	43376		2	
4	2227 Cassie Lane	42003	43377		3	
5	1709 Marengo Dr	41481	43378		4	
6	1707 Marengo Dr	41405	43379		4	
7	605 Bizzell Ave	36762	43382		2	
8	1754 Dr Martin Luther King Ave	37139	43384		2	
9	2050 Stockton Dr	39928	43385		3	
10	1106 Texas St	39005	43386		2	
11	3537 Alba Club Rd	40904	43387		3	
12	3553 Alba Club Rd	40765	43388		3	
13	1211 Jessie St	40073	43389		1	
14	1209 Jessie St	40074	43390		1	
15	1167 Terrell Rd	40863	43391		3	
16	2351 Dukes Ave	40051	43392		1	
17	3909 Wiggins Dr	41769	43393		3	
18	2712 Greenback Dr	40761	43394		1	
19	1616 Union St	41737	43395		1	
20	1944 Bay Bridge Rd CTF	41897	43397		2	
District total for this group						
1	5					
2	6					
3	7					
4	2					
5	0					
6	0					
7	0					
	20		0			
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Sanford 9-5-24
Marchetta Jule 9-5-24

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1660** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **15th day of October, 2024**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

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, Resolution 60-788, adopted on August 20, 2024, stated an incorrect purpose for the discretionary fund appropriation; and

WHEREAS, the Mobile City Council determines that this appropriation to Loaves and Fish Community Ministries, Inc. *will be used to assist with the food pantry*, 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 William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,000.00 to ST. FRANCIS XAVIER PARISH, MOBILE from his discretionary funds; and*

WHEREAS, ST. FRANCIS XAVIER PARISH, MOBILE 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. FRANCIS XAVIER PARISH, MOBILE *will be used to assist with the 2024 festival activities*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to ST. FRANCIS XAVIER PARISH, MOBILE, 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 \$1,000.00 to Hand Up Charities from his discretionary funds; and*

WHEREAS, Hand Up Charities 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 Hand Up Charities will *be used to assist with the Charity Golf Tournament that will be held at Heron Lake Country Club on October 11, 2024*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to Hand Up Charities, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small* wishes to appropriate **\$2,500.00** to *Ben C. Rain High School*, from his discretionary funds; and

WHEREAS, *Ben C. Rain High 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 *Ben C. Rain High School* will be used to assist with the 2024-2025 school year events and activities, 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 **\$2,500.00** to *Ben C. Rain High 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 CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate \$7,000.00 to United Methodist Inner City Mission of Mobile, Inc. from his discretionary funds; and*

WHEREAS, United Methodist Inner City Mission of Mobile, Inc. is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to United Methodist Inner City Mission of Mobile, Inc. will *be used to assist with operational expenses at Taylor 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 \$7,000.00 to United Methodist Inner City Mission of Mobile, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

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 each to the following employee:

August 2024: Officer Carter Johnson

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: Tuesday, September 10, 2024
Date

Item No. _____

Submitted by: Mobile Police Department
Department

William Jackson
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$500.00

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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:



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 10 September 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 Jubilee Flooring & Decorating Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Jubilee Flooring & Decorating Inc for refinishing of 3120
sqft of wood flooring at the Connie Hudson Mobile Regional Senior Community Center for Building
Services. CIP District 6 Misc Facility Exp less than \$20K

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$18,450.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; competitive price quotes.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): 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>13659</u>	2024	(3037) BUILDING SERVICES	REFINISH 3120 SQFT OF WOOD FLOORING AT CONNIE HUDSON MOBILE REGIONAL SENIOR COMMUNITY CENTER FOR BUILDING SERVICES (PRICE BELOW BID REQUIREMENT)	\$18,450.00	<u>(292653) JUBILEE FLOORING & DECORATING INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013659-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 1
--	---	--------

Vendor JUBILEE FLOORING & DECORATING INC 25263 U S HWY 98 DAPHNE, AL 36526 Tel#251-625-1700 Fax 251-625-1701	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 KATIE.CASSIL@CITYOFMOBILE.ORG Delivery Reference KATIE CASSIL 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
08/13/24	292653				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 5-31-2024 PER PROPOSAL #JU049126 DATED 5/31/2024, FOR HARDWOOD FLOOR REFINISHING AT CONNIE HUDSON SENIOR CENTER. (REQ 13659) WATER-BASE MATERIALS - 15 @ \$160. 00 = \$2,400.00 Additional Description Notes ----- .	15.00 EACH	160.00000	2400.00
1	2000.80.00.0000.0000.0000.0000.42140. E C0733 .NONCONTRCT.			2400.00

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

 Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013659-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Released
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Page 2

Vendor
 JUBILEE FLOORING & DECORATING INC
 25263 U S HWY 98

DAPHNE, AL 36526

Tel#251-625-1700
 Fax 251-625-1701

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
 KATIE CASSIL

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
08/13/24	292653				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
002	SCREEN & RECOAT WOOD - 3,120 @ \$5. 00 = \$15,600.00	3120.00 EACH	5.00000	15600.00
1	2000.80.00.0000.0000.0000.0000.42140. E C0733 .NONCONTRCT.			15600.00
Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 Delivery Reference KATIE CASSIL Deliver To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644				
003	PAINT LINES - 4.5 @ \$100.00 = \$450. 00	4.50 EACH	100.00000	450.00
1	2000.80.00.0000.0000.0000.0000.42140. E C0733 .NONCONTRCT.			450.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013659-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Released	Page 3
--	---	--------

Vendor JUBILEE FLOORING & DECORATING INC 25263 U S HWY 98 DAPHNE, AL 36526 Tel#251-625-1700 Fax 251-625-1701	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 KATIE.CASSIL@CITYOFMOBILE.ORG Delivery Reference KATIE CASSIL Deliver To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/13/24	292653				BUILDING SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Requisition Link

Requisition Total	18450.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0733 .NONCONTRCT. .	18450.00	23621.54

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42140.	18450.00	
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		

***** Approval/Conversion Info *****

Activity Date	Clerk	Comment
CCancelled08/30/24	SANDRA LEWIS	Requisition item removed chang

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013659-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Released
--	---

Page 4

Vendor
 JUBILEE FLOORING & DECORATING INC
 25263 U S HWY 98

DAPHNE, AL 36526

Tel#251-625-1700
 Fax 251-625-1701

Ship To
 BUILDING SERVICES
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Delivery Reference
 KATIE CASSIL

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
08/13/24	292653				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Queued	08/30/24 CARLEEN STOUT	Requisition	item removed	chang
Queued	08/30/24 CASSIE BOATWRIGHT	Requisition	item removed	chang
Pending	BRENDA RHODES	Requisition	item removed	chang
Pending	TIFFANY HOLLINS	Requisition	item removed	chang
Pending	RELYA MALLORY	Requisition	item removed	chang
Pending	DONALD ROSE	Requisition	item removed	chang
Pending	SANDRA LEWIS	Requisition	item removed	chang
Pending	STEVEN KRONINGER	Requisition	item removed	chang
Pending	SAMANTHA COOLEY	Requisition	item removed	chang
Pending	LONELL HARRIS	Requisition	item removed	chang
Pending	ANNE FOLEY	Requisition	item removed	chang
Pending	JOHN PAINE	Requisition	item removed	chang
Pending	MICHAEL SPAFFORD	Requisition	item removed	chang

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET

From: [Washington, Jasmine](#)
To: [Hollins, Tiffany](#); [Mallory, Relya](#)
Cc: [Angle, Laura](#); [Levy, Tiffany](#); [White, Jennifer](#); [Threadgill, Randy](#); [Tippary, Kelsi](#)
Subject: RE: Transfer Request - CIP fund
Date: Wednesday, September 4, 2024 3:31:41 PM
Attachments: [Budget Transfer.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)

Let me know if anything else is needed.

Thank you!

Jasmine (Washington) Cook

jasmine.washington@cityofmobile.org

O: (251) 208-7043

M: (251) 348-2404

From: Washington, Jasmine <jasmine.washington@cityofmobile.org>
Sent: Wednesday, September 4, 2024 6:06 AM
To: Levy, Tiffany <tiffany.levy@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Threadgill, Randy <randy.threadgill@cityofmobile.org>
Cc: Angle, Laura <laura.angle@cityofmobile.org>
Subject: Re: Transfer Request - CIP fund

Hi Relya & Tiffany,

I am okay with this transfer moving forward as an exception to the typical Penny Sales Tax CIP process. I understand that there will be limited reporting capabilities from the initial capital project, and I am expecting that the reporting will be made available through grant reporting processes.

- \$100,000 from SDT08 CIP Signal Detection Citywide to G-OGMMATCH - Grant Match Holding Account

Thanks so much for your help with this!

Jasmine (Washington) Cook

jasmine.washington@cityofmobile.org

O: (251) 208-7043

M: (251) 348-2404

From: Levy, Tiffany <tiffany.levy@cityofmobile.org>
Sent: Tuesday, September 3, 2024 2:18 PM
To: White, Jennifer <whitej@cityofmobile.org>; Threadgill, Randy <randy.threadgill@cityofmobile.org>; Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Angle, Laura <laura.angle@cityofmobile.org>
Subject: RE: Transfer Request - CIP fund

Thanks, Jennifer. I will get it on the agenda as soon as I receive a response from Jasmine.

Thanks again,



Tiffany J. Levy
Office of Grants Management
Phone: 251-208-6853
Email: tiffany.levy@cityofmobile.org
205 Government Street
South Tower, Suite 455
Mobile, AL 36644
cityofmobile.org

From: White, Jennifer <whitej@cityofmobile.org>
Sent: Tuesday, September 3, 2024 2:17 PM
To: Threadgill, Randy <randy.threadgill@cityofmobile.org>; Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Levy, Tiffany <tiffany.levy@cityofmobile.org>
Subject: RE: Transfer Request - CIP fund

Attached is the signed transfer sheet. The match is advertised as only 10% for HSIP funds.

Jennifer P. White, PE
Traffic Engineering Director
City of Mobile
(251) 208-2960



From: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Sent: Thursday, August 29, 2024 1:26 PM
To: White, Jennifer <whitej@cityofmobile.org>; Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Levy, Tiffany <tiffany.levy@cityofmobile.org>
Subject: Transfer Request - CIP fund

Jennifer,

Can you sign and return this form to get the match funding in place for the application. Can you confirm that the match is only 10% instead of the normal 20%?

Jasmine,

This money that is being transferred is funded by all districts in a city wide project. What do you need from us to get a letter of approval to satisfy Finance to support the transfer?

Randy Threadgill

Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 08/29/2024

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: CW

REQUEST: Please transfer \$ 100,000.00

FROM CAPITAL PROJECT#: SDT08

CAPITAL PROJECT NAME: CIP SIGNAL DETECTION CITYWIDE

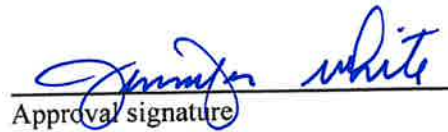
DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-OGMMATCH

PROJECT NAME: GRANT MATCH HOLDING ACCOUNT

ACCT PROJECT STRING#: G-OGMMATCH.FROMCIP.CW


Employee signature


Approval signature

Created by B. Rhodes 7/6/2022

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 \$100,000.00 be transferred from capital project SDT08, CIP Signal Detection Citywide to G-OGMMATCH, Grant Match Holding Account, G-OGMMATCH.FROMCIP.CW. These funds will be reallocated and used as match for an Alabama Department of Transportation (ALDOT) grant, Highway Safety Improvement Program (HSIP).

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Capital Conv Center Up Escalator Repair project.



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 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 Kone Inc for Convention Center escalator gear box repair for Building Services.

Amount of Contract:

Funding Source

\$49,828.00

ATTACHMENTS:

1. 20240903 Kome Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 10 September 2024 Item No. _____
Date

Submitted by: Procurement John Paine, Purchasing Agent
Department Department Head

Sponsored by: William S. Stimpson Mayor
Name 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 Kone Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Kone Inc for Convention Center escalator motor gear box
repair for Building Services.
Capital Conv Center Up Escalator Repair project.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$49,828.00

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: Omnia cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13771</u>	2024	(3037) BUILDING SERVICES	CONVENTION CENTER ESCALATOR MOTOR GEAR BOX REPAIR (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$49,828.00	<u>(273592) KONE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013771-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: Status: Approved
--	---

Page 1

Vendor
 KONE INC
 30604 SGT. E. I. BOOTS THOMAS

SPANISH FORT, AL 36527

Tel#251-661-7522
 Fax 251-661-7516

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
 KATIE CASSIL

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
08/15/24	273592				BUILDING SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

KONE INC PROPOSAL DATED 7/08/2024 (REQ 13771) FOR MOBILE CONVENTION CENTER FAILING MOTOR GEAR BOX REPAIR ON WATER STREET UP ESCALATOR AT MOBILE CONVENTION CENTER, THIS IS A CO-OP CONTRACT. THIS ONE PROPOSAL IS SUFFICIENT FOR PROCESSING. REFER TO CHAD HOLM FOR MORE DETAILS (EXT 7519). AS PER OMNIA CONTRACT 2019001564 AND YOUR QUOTE

001	PER PROPOSAL DATED 7/08/2024, TO REPAIR THE FAILING MOTOR GEAR BOX ON WATER STREET UP ESCALATOR AT MOBILE CONVENTION CENTER. KONE INC PROPOSAL DATED 7/08/2024 (REQ 13771) FOR MOBILE CONVENTION CENTER FAILING MOTOR GEAR BOX REPAIR ON WATER STREET UP ESCALATOR AT MOBILE CONVENTION CENTER, LABOR - 1 @ \$16,589.00 = \$16,589.00	1.00 EACH	16589.00000	16589.00
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1	2000.80.00.0000.0000.0000.0000.42140. E C0974 .NONCONTRCT.		16589.00
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013771-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: Status: Approved	Page 2
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Vendor KONE INC 30604 SGT. E. I. BOOTS THOMAS SPANISH FORT, AL 36527 Tel#251-661-7522 Fax 251-661-7516	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 KATIE.CASSIL@CITYOFMOBILE.ORG Delivery Reference KATIE CASSIL Deliver To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/15/24	273592				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644			
002	LABOR - 1 @ \$7,571.00 = \$7,571.00 KONE INC PROPOSAL DATED 7/08/2024 (REQ 13771) FOR MOBILE CONVENTION CENTER FAILING MOTOR GEAR BOX REPAIR ON WATER STREET UP ESCALATOR AT MOBILE CONVENTION CENTER,	1.00 EACH	7571.00000	7571.00
1	2000.80.00.0000.0000.0000.0000.42140. E C0974 .NONCONTRCT.			7571.00
	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 Delivery Reference KATIE CASSIL Deliver To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013771-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: Status: Approved
--	---

Page 3

Vendor
 KONE INC
 30604 SGT. E. I. BOOTS THOMAS

SPANISH FORT, AL 36527

Tel#251-661-7522
 Fax 251-661-7516

Ship To
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/15/24	273592				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
003	MATERIALS/FREIGHT - 1 @ \$25,668.00 = \$25,668.00 KONE INC PROPOSAL DATED 7/08/2024 (REQ 13771) FOR MOBILE CONVENTION CENTER FAILING MOTOR GEAR BOX REPAIR ON WATER STREET UP ESCALATOR AT MOBILE CONVENTION CENTER,	1.00 EACH	25668.00000	25668.00
1	2000.80.00.0000.0000.0000.0000.42140. E C0974 .NONCONTRCT.			25668.00

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total

49828.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013771-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: Status: Approved
---	--

Page 4

Vendor
 KONE INC
 30604 SGT. E. I. BOOTS THOMAS

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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/15/24	273592				BUILDING SERVICES

LN Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****			
Account		Amount	Remaining Budget
E C0974 .NONCONTRCT.		49828.00	.00

***** General Ledger Summary Section *****			
Account		Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42140.		49828.00	
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES			

***** Approval/Conversion Info *****			
Activity	Date	Clerk	Comment
Approved	08/27/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	08/27/24	CASSIE BOATWRIGHT	
Approved	08/28/24	BRENDA RHODES	
Approved	08/28/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/28/24	RELYA MALLORY	Auto approved by: 910511034
Approved	09/02/24	DONALD ROSE	Auto approved by: 9105paij
Approved	09/02/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/02/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/02/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/02/24	LONELL HARRIS	Auto approved by: 9105paij
Approved	09/02/24	ANNE FOLEY	Auto approved by: 9105paij
Approved	09/02/24	JOHN PAINE	
Approved	09/02/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature



KONE

Elevator and Escalator Services & Related Solutions

KONE is a global supplier of vertical transportation products and modernization services. KONE specializes in elevators, escalators, moving walks and ramps. They design, manufacture, install, and provide modernization, maintenance and repair services. The job of KONE Service Technicians is to make sure that your elevators and escalators run smoothly and dependably.

Click Your Industry

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[Nonprofit](#)
[Real Estate](#)

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

With a nationwide team of dedicated vertical transportation professionals, KONE can assist with all your service, repair and modernization needs, available through OMNIA Partners competitively solicited and publicly awarded cooperative contracts.

- Elevator, Escalator, Chairlift and Platform Lift Maintenance & Repair and Related Services**

University of California, CA | 2019001564

- Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions**

City of Kansas City, MO | EV2516

[VIEW CONTRACT DOCUMENTATION](#)
[CONTACT US](#)


KONE Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Elevator, Escalator, Chairlift and Platform Lift Maintenance & Repair and Related Services

University of California, CA

Contract Number: 2019001564

Initial Term: October 1, 2019 through September 30, 2024

Renewal Options: Option to renew for five (5) additional one-year periods through September 30, 2029

RENEWED THROUGH August 31, 2029

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Dilligence](#)

Master Agreement Documents

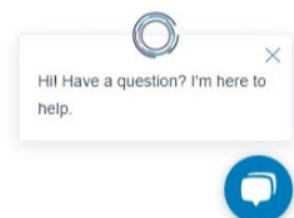
- [Official Signed Contract](#)
- [New Jersey Business Compliance](#)
- [Federal Funds Certifications](#)
- [Multiple Award Justification](#)
- [Intent to Award Letter](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Response Evaluation

- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [Proof of Publication](#)
- [RFP Request List](#)



Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

City of Kansas City, MO

Contract Number: EV2516

Initial Term: December 1, 2018 through November 30, 2024

Renewal Options: Option to renew (5) additional one-year periods through November 30, 2029

RENEWED THROUGH November 30, 2029

Executive Summary

- [Executive Summary](#)
- [Pricing](#)

- [Due Diligence](#)

Master Agreement Documents

- [Contract EV2516](#)
- [EV2516 Terms & Conditions](#)
- [EV2516 Attachment D: Scope of Services](#)
- [EV2516 Attachment F: Insurance](#)
- [EV2516 Exhibit 4](#)
- [Contract Amendment 1](#)

Solicitation Process

- [RFP EV2516](#)
- [RFP EV2516 Addendum 1](#)
- [RFP Posting Document](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

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Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

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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. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

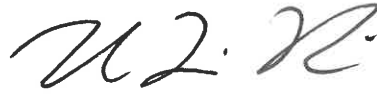
Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "RLR", with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 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 BC Fabrication, LLC, dba KSH Fuel Products for 55 aluminum traffic signal generator enclosures for Traffic Engineering.

Amount of Contract:

\$25,300.00

Funding Source

Capital- Traffic Signal Generators

ATTACHMENTS:

1. 20240903 BC Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 10 September 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 BC Fabrication, LLC dba KSH Fuel Products

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to BC Fabrication, LLC, dba KSH Fuel Products for 55
aluminum traffic signal generator enclosures for Traffic Engineering.
Capital- Traffic Signal Generators

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$25,300.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; competitive price quotes.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>12709</u>	2024	(2060) TRAFFIC ENGINEERING	55 ALUMINUM TRAFFIC SIGNAL GENERATOR ENCLOSURES FOR TRAFFIC ENGINEERING (PRICE BELOW BID REQUIREMENT)	\$25,300.00	<u>(297310) BC FABRICATION, LLC, DBA KSH FUEL PRODUCTS</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00012709-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor	Ship To
BC FABRICATION, LLC DBA KSH FUEL PRODUCT	TRAFFIC ENGINEERING
1675-103 KIOWA AVENUE	852 GAYLE STREET
LAKE HAVASU CITY, AZ 86403	MOBILE, AL 36604
	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#9286806610	Delivery Reference
Fax 928-680-7379	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/24/24	297310
	TRAFFIC ENGINEERING
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001	AS PER YOUR QUOTE 4261 AND CITY OF MOBILE SPECIFICATIONS TO MATCH WHAT IS ALREADY IN PLACE ENCLOSURE, ALUMINUM .125 SMOOTH AND/OR DIAMOND PLATED, MIN DIMENSIONS 23IN X 15IN X 19IN HEIGHT; OPENINGS AS PER SPECIFICATION FOR STORAGE OF IN-USE HONDA 220 INVERTER GENERATOR TO OPERATE TRAFFIC SIGNAL CABINETS DURING EMERGENCIES Additional Description Notes ----- VENDOR TO SUPPLY HONDA 2200 CUSTOM MADE BOXES AS PER CITY OF MOBILE SPECIFICATIONS.	55.00 EACH	460.00000	25300.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0594 .OPERSUPPLS.			25300.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012709-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor BC FABRICATION, LLC DBA KSH FUEL PRODUCT 1675-103 KIOWA AVENUE LAKE HAVASU CITY, AZ 86403 Tel#9286806610 Fax 928-680-7379	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/24/24	297310				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total	25300.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0594 .OPERSUPPLS.	25300.00	115222.12

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	25300.00	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	08/30/24	SANDRA LEWIS	GL Allocation changed
Approved	07/24/24	BRENDA RHODES	
Approved	07/24/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/24/24	RELYA MALLORY	Auto approved by: 910511034
Approved	08/30/24	BRENDA RHODES	
Approved	08/30/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/30/24	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/30/24	SANDRA LEWIS	
Approved	08/30/24	DONALD ROSE	Auto approved by: 910518227
Approved	08/30/24	SANDRA LEWIS	
Approved	08/30/24	STEVEN KRONINGER	Auto approved by: 910518227



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 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 VC3 Inc for annual renewal of MIT data security and disaster backup and recovery services for MIT.

Amount of Contract:

\$126,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240903 VC3 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 10 September 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 VC3 Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to VC3 Inc for annual renewal of MIT data security and disaster backup and recovery services for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$126,000.00

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: Professional service, bid exempt as impacting security, with bid exempt software components.

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>14264</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF DATA SECURITY AND DISASTER BACKUP AND RECOVERY SERVICES FOR MIT (PROFESSIONAL SERVICE, BID EXEMPT AS IMPACTING SECURITY, BID EXEMPT SOFTWARE COMPONENTS)	\$126,000.00	<u>(297843) VC3 INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014264-00 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 VC3 INC 1301 GERVAIS ST COLUMBIA, SC 29201 Tel#803-733-7333	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/29/24	297843	08/29/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA BID LAW SPECIAL EXEMPTION 41.16.51(a)(15) PRIOR PO21015783. REFERENCE #20230816-103049879.

DATA SECURITY & DISASTER RECOVERY.

001	JEREMY CURRIE 1-205-834-5730 JEREMY@THINKGUARD.COM DataGard Enterprise 18 TB - TBR - Annual DataGard 18TB Monthly Services Services Included in Monthly Rate: • 1 Year Time-Based Retention in US-based datacenters (TBR) • Local backups in variable rates to the appliance (5 minutes - 24 hours) • Backup replication - 2 remote bicoastal sites • Daily monitoring & technical support to keep backups running • Assist in file and server recovery • On-Call trouble shooting service • Annual system testing including cloud test • Full technical DR documentation • 30 days of off-site virtualization after which a fee of \$200.00 per 24 hours will apply.	1.00 EACH	31728.00000	31728.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014264-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor VC3 INC 1301 GERVAIS ST COLUMBIA, SC 29201 Tel#803-733-7333	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/29/24	297843	08/29/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
1 1000.10.23.5000.5000.5000.0000.0000.42115. Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			31728.00

002 DataGard Enterprise 36 TB TBR - Annual Services Included in Monthly Rate: • 1 Year Time-Based Retention in US-based datacenters (TBR) • Local backups in variable rates to the appliance (5 minutes - 24 hours) • Backup replication - 2 remote bicoastal sites • Daily monitoring & technical support to keep backups running • Assist in file and server recovery • On-Call trouble shooting service • Annual system testing including local & cloud test • Full technical DR documentation • 5-year warranty on the backup appliance • 30 days of	1.00 EACH	47136.00000	47136.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014264-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor VC3 INC 1301 GERVAIS ST COLUMBIA, SC 29201 Tel#803-733-7333	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/29/24	1297843	08/29/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	off-site virtualization after which a fee of \$200.00 per 24 hours will apply 1000.10.23.5000.5000.5000.0000.0000.42115.			47136.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	DataGard Enterprise 36 TB TBR - Annual Services Included in Monthly Rate: • 1 Year Time-Based Retention in US-based datacenters (TBR) • Local backups in variable rates to the appliance (5 minutes - 24 hours) • Backup replication - 2 remote bicoastal sites • Daily monitoring & technical support to keep backups running • Assist in file and server recovery • On-Call trouble shooting service • Annual	1.00 EACH	47136.00000	47136.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014264-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105foia Status: Approved	Page 4
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Vendor VC3 INC 1301 GERVAIS ST COLUMBIA, SC 29201 Tel#803-733-7333	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/29/24	1297843	08/29/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	system testing including local & cloud test • Full technical DR documentation • 5-year warranty on the backup appliance • 30 days of off-site virtualization after which a fee of \$200.00 per 24 hours will apply.			47136.00

1 1000.10.23.5000.5000.5000.0000.0000.42115.

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total	126000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	126000.00	150385.19
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 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 Vector Solutions Inc. for annual renewal of learning, performance management, and apparatus checklist software for MFRD.

Amount of Contract:

\$71,959.10

Funding Source

EMS Expense

ATTACHMENTS:

1. 20240903 Vector Agenda Package POs

REVIEWERS:

Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 10 September 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 Vector Solutions, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Vector Solutions Inc. for annual renewal of learning,
performance management, and apparatus checklist software for MFRD.

EMS Expense

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$71,959.10

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>14350</u>	2024	(1530) FIRE ADMINISTRATION	ANNUAL RENEWAL OF LEARNING, PERFORMANCE MANAGEMENT, AND APPARATUS CHECKLIST SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE)	\$71,959.10	(<u>295501</u>) <u>VECTOR SOLUTIONS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014350-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved
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Page 1

Vendor
 VECTOR SOLUTIONS, INC
 92 CORNERSTONE DR.
 SUITE 218

 CARY, NC 27519
 US
 Tel#8775205521
 Fax 9198821628

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
09/03/24	295501				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA BID LAW SPECIAL EXEMPTION 41.16.51(a)(15).

TRAINING, ON-LINE PLATFORM & LICENSES; INCL ADOBE PROFESSIONAL SERVICE PER SUE FARNI, DON ROSE AND JOHN PAINE. THIS IS A RENEWAL.

001	SOFTWARE: TSCKEKIT-A Vector Check	40.00	173.85000	6954.00
	It - Vehicles Apparatus, 1- YEAR.	EACH		
	Vendor Item			

1	6120.70.15.0000.0000.1510.0000.0000.42200.		6954.00
---	--	--	---------

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	SOFTWARE: TSMAINTFEES Vector LMS, TargetSolutions Edition - Maintenance Fee Annual maintenance of Vector LMS, TargetSolutions	1.00 EACH	395.00000	395.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014350-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/03/24	295501				FIRE ADMINISTRATION

LN	Description / Account Edition. Vendor Item	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.42200.			395.00
	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			
003	SOFTWARE: TSCHECKITFIREVEHICLES Vector Check It - Fire/EMS Vehicles Vehicles, Formerly TargetSolutions Check It - Fire/EMS Vehicles Vehicles. Vendor Item	27.00 EACH	86.93000	2347.11
1	6120.70.15.0000.0000.1510.0000.0000.42200.			2347.11

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014350-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON
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Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/03/24	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
004	SOFTWARE: TSPREMIER Vector LMS, TargetSolutions Edition Premier Membership Training management for public entities and professionals. Vendor Item	477.00 EACH	97.42000	46469.34

1 1000.30.15.1510.1518.1510.0000.0000.42200. 46469.34

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014350-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/03/24	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
005	SOFTWARE: TSONLINE Vector LMS, TargetSolutions Edition - Online Training Package Admin. Vendor Item	41.00 EACH	41.40000	1697.40
1	6120.70.15.0000.0000.1510.0000.0000.42200.			1697.40
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	SOFTWARE: TSEVAL Vector Evaluations+ Vector Evaluations+ for web and mobile. Vendor Item	537.00 EACH	26.25000	14096.25
1	6120.70.15.0000.0000.1510.0000.0000.42200.			10565.59

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014350-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved	Page 5
--	---	--------

Vendor VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	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
09/03/24	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1510.1518.1510.0000.0000.42200.			3530.66

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	71959.10
-------------------	----------

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1518.1510.0000.0000.42200.	50000.00	423987.68
FIRE TRAINING DIV EXP PROFESSIONAL & TECHNICAL		
6120.70.15.0000.0000.1510.0000.0000.42200.	21959.10	48091.78
EMERGENCY MEDICAL SVCS EXP PROFESSIONAL & TECHNICAL		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/03/24	DONALD ROSE	Auto approved by: 9105fo1a
Approved	09/03/24	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	09/03/24	STEVEN KRONINGER	Auto approved by: 9105fo1a

=====	=====
Bill To	Requisition 00014350-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 6
=====	=====

Vendor
VECTOR SOLUTIONS, INC
92 CORNERSTONE DR.
SUITE 218

CARY, NC 27519
US
Tel#8775205521
Fax 9198821628

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	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
09/03/24	295501				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	09/03/24 SAMANTHA COOLEY	Auto	approved by: 9105fola	
Approved	09/03/24 LONELL HARRIS	Auto	approved by: 9105fola	
Approved	09/03/24 ANNE FOLEY			
Approved	09/03/24 JOHN PAINE	Auto	approved by: 9105fola	
Approved	09/03/24 MICHAEL SPAFFORD	Auto	approved by: 9105fola	
Approved	09/03/24 ANNE FOLEY	Auto	approved by: 9105fola	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for four Elgin Pelican street sweepers for Public Services.

Amount of Contract:

\$1,169,392.00

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20240904 Sansom Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 10 September 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 Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for four Elgin Pelican street
sweepers for Public Services.
Motor Pool capital.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$1,169,392.00

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>13408</u>	2024	(F7000) MOTOR POOL	4 ELGIN PELICAN STREET SWEEPERS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT))	\$1,169,392.00	(<u>190715</u>) <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013408-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
--	---

Page 1

Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	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
08/06/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SWEEPER, STREET ELGIN PELICAN SWEEPERS, MODEL YEAR 2024 OR NEWER DELIVERED FOB MOBILE ALABAMA. AS PER SANSOM QUOTE SECQ7283 DATED 8-6-2024 BASED ON SOURCEWELL CONTRACT 093021-ELG. Additional Description Notes	4.00 EACH	292348.00000	1169392.00

2024 OR NEWER PELICAN SWEEPERS AS FOLLOWS:

1 2000.80.00.0000.0000.0000.0000.47010. E E0154 .CAPEQUIPMT.	1169392.00
---	------------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	1169392.00
-------------------	------------

***** Project Ledger Summary Section *****
 Account

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013408-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
--	---

Page 2

Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	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
08/06/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
E E0154	.CAPEQUIPMT.		1169392.00	423958.13

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.		

1169392.00

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/12/24	SHONNDA SMITH	
Approved	08/12/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/14/24	BRENDA RHODES	
Approved	08/14/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/14/24	RELYA MALLORY	Auto approved by: 910511034
Approved	09/02/24	DONALD ROSE	Auto approved by: 9105paij
Approved	09/02/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/02/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/02/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/02/24	JOHN PAINE	
Approved	09/02/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature

Elgin Sweeper

Street sweepers

#093021-ELG

Maturity Date: 11/16/2025

Sourcewell 

Awarded Contract

Buy Sourcewell

Login to unlock more contract features.

Username

Password

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[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 093021-ELG gives access to the following types of goods and services:

- Air sweepers
- Mechanical sweepers
- Specialty street sweepers
- Waterless dust control street sweepers
- Alternate fuel street sweepers
- Industrial application sweepers

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(nongovernment site)

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[eZiQC Contracts](#)

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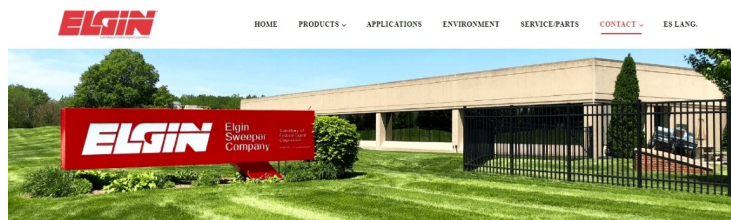
[Accessibility](#)

[All Solutions](#) →

[Minnesota-Only Solutions](#) →

[Supplier Resources](#) →





For USA Dealers Only: Sansom Equipment Company, Inc.

*For Non-USA Dealers, See Map Below

Gives service to the following countries:
Entire State, AL (Mobile, AL Location)

SHOW ALL STATES

State: Alabama

County: Entire State, AL (Mobile, AL Location)

United States

Hi there! What can we help you with today?

Sansom Equipment Company, Inc.
2022 West I-67 Service Road North
Mobile, 36618, AL
USA
Phone: 1-251-631-3766
Fax: 1-251-631-3766
Website: www.seequip.com
Email: info@seequip.com

* Contact list best viewed in a modern browser such as Chrome, Firefox, or Edge.



REQUEST A DEMO



REQUEST INFO



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VIEW OPEN JOBS

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ELGIN

ELGIN QUALITY POLICY STATEMENT

"To provide products and services which consistently meet or exceed the requirements of our customers."

CONTACT

Phone: (447) 741-5370
Parts & Service: (877) 890-1111
sales@elginsweeper.com
1300 West Bartlett Road | Elgin, IL 60120

SWEEPERS

Crosswind
Whirlwind
Whirlwind
Broom Badger
Broom Bear
Hybrid Broom Bear
Electric Broom Bear
Eagle
Pelican
Hybrid Pelican
RegenX
RegenX1
Road Wizard

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ALSO OF INTEREST

street sweeper Service Parts sweeper vacuum

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 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 North American Fire Equipment Co Inc for fire hose for MFRD (160 sections 2.5in x 50 ft hose, 37 sections of 5in x 100 ft hose)

Amount of Contract:

\$66,545.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240904 Nafeco Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 10 September 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 North American Fire Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to North American Fire Equipment Co Inc for fire hose for
MFRD (160 sections 2.5in x 50 ft hose, 37 sections of 5in x 100 ft hose)
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$66,545.00

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: NPP 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>14352</u>	2024	(1510) FIRE ADMINISTRATION	FIRE HOSE FOR MFRD (160 SECTIONS OF 2.5IN X 50FT, 37 SECTIONS OF 5IN X 100FT) (NPP COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$66,545.00	(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014352-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: Status: Approved	Page 1
--	--	--------

Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
09/03/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER QUOTE: Q1224082986357 AND NPP CO-OP PS20045/1910 HOSE FIRE AS SPECIFIED: Key Fire Hose, 2.5" x 50' white, DJ, ECO, 800 PSI, 2.5"NH, ITEM DP25WX50-800ECO PER quote Q1224082986357 Vendor Item	160.00 EACH	202.00000	32320.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			16160.00
2	1000.30.15.1510.1522.1510.0000.0000.44070.			16160.00

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	HOSE FIRE AS SPECIFIED: Key Fire	37.00	925.00000	34225.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014352-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: Status: Approved	Page 2
--	--	--------

Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
09/03/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
	Hose, 5.0" x 100' Yellow, Rubber, 450 PSI, 5"Stz ITEM RC50X100Y50S PER quote Q1224082986357 Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			17112.50
2	1000.30.15.1510.1522.1510.0000.0000.44070.			17112.50

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 66545.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.		
FIRE SUPPRESSION DIV EXP	33272.50	412891.10
OPERATING SUPPLIES		
1000.30.15.1510.1522.1510.0000.0000.44070.		
FIRE SUPPRESSION DIV EXP	33272.50	412891.10
UNIFORMS		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014352-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: Status: Approved
--	--

Page 3

Vendor
 NORTH AMERICAN FIRE EQUIPMENT CO INC
 PO Box 2928

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

DECATUR, AL 35602
 USA
 Tel#256-353-7100
 Fax 256-355-0852

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
09/03/24	149290				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/04/24	DONALD ROSE	Auto approved by: 910520704
Approved	09/04/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	09/04/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	09/04/24	SAMANTHA COOLEY	
Approved	09/04/24	LONELL HARRIS	Auto approved by: 910520704
Approved	09/04/24	ANNE FOLEY	Auto approved by: 910520704
Approved	09/04/24	JOHN PAINE	Auto approved by: 910520704
Approved	09/04/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature

NAFECO – FFE

Publicly Solicited Contract

START DATE:	POTENTIAL END DATE:	CONTRACT NUMBER:	LEAD PUBLIC AGENCY:
March 24th, 2020	March 24th, 2026	PS20045	League of Oregon Cities

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Products on Contract

- Fire Fighting Equipment
- Hazardous Material Equipment
- Fire Extinguishers
- Fire Fighter Foam
- Fire Fighter Hoses
- Fire Pumps

For Best Viewing Results Download Contract Docs

Click [Here](#) for Viewing Instructions

Synopsis, MPA, RFP, and IGA available to logged in members.

Contact NPPGov

NPPGov Customer Service
customerservice@nppgov.com
 Phone: 877.329.8847

Instructions to Access This Contract

Please [Log in](#) to view complete list of contract documents and instructions.

Log In

Testimonial

//

The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases.

//

Public Employee from Lyon County, Nevada

NAFECO Company Overview

North America Fire Equipment Company, Inc.(NAFECO) was started in 1968 by its founder, Jerrell Oaks. It began primarily as a service business to local factories and businesses doing fire extinguisher service and has developed over the years into a full line distributor of fire, law enforcement, and industrial safety apparel and equipment.

Additional Company Information

[NAFECO Website](#)

NAFECO Customer Service
 Jennifer Able
jennifer.able@nafeco.com
 800.628.6233

NAFECO Mailing Address
 1515 West Moulton Street
 Decatur, AL 35601

ADDRESS

17930 International Blvd.
Suite 900
SeaTac, WA 98188

CONTACT

Phone: 877.329.8847
customerservice@nppgov.com

SOCIAL



Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by NPPGov, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by NPPGov is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing NPPGov, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that NPPGov, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, NPPGov's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 2024

Submitted by:

Joseph Snowden

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

CAPITAL PROJECT FUND CO892 - BIC MOVE/TRANSFER SCANNING CITY, for BID/Document Storage

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution-Admin Transfer

REVIEWERS:

Glenda Chambers

Scott Collins

Chris Kern

James Barber

July 19, 2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$400,000.00 be transferred from the General Fund, Administrative Services (2300) \$400,000.00 from ORG.10042300, OBJ# 42200 to the Capital Project Fund CO892 – BIC MOVE/TRANSFER SCANNING CITY, for BIC/Document Storage.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Contract #5083



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
William Carroll, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Michael Baker International, Inc. for engineering consulting services.

Amount of Contract:

\$120,500.00

Funding Source

C0973

ATTACHMENTS:

1. 2024-3005-19 Miscellaneous Drainage Repairs (Michael Baker International, Inc.)

REVIEWERS:

Jessica White
Nicholas Amberger
Brenda Rhodes
Chris Kern
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Miscellaneous Drainage Repairs (D1-7) COM Project: 2024-3005-19

PROJECT #: C0973 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering consulting services

CONTRACT AMOUNT: \$120,500.00

VENDOR NAME: Michael Baker International, Inc.

VENDOR NUMBER: 294011

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y N **X**; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Jessica White Date 9/3/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Michael Baker International, Inc.

Project Name: Miscellaneous Drainage Repairs (D1-7)
COM Project# 2024-3005-19

Estimated Cost: \$120,500.00

Adopted:

City Clerk



MISCELLANEOUS DRAINAGE REPAIRS

PROJECT NO. 2024-3005-19

ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **MICHAEL BAKER INTERNATIONAL, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT – State of Alabama Department of Transportation

CITY – City of Mobile, Alabama

CITY COUNCIL – Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER – That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT – Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR – An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER – The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **MICHAEL BAKER INTERNATIONAL, INC.**

INSPECTOR – An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED – A written notice to proceed issued by the CITY ENGINEER either for the Preliminary Design & Investigation Phase, the Design Phase, the Pre-Bid to Pre-Construction Phase, and/or the Construction Phase, as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – MISCELLANEOUS DRAINAGE REPAIRS, City of Mobile Project No. 2024-3005-19. This CONTRACT is for engineering design and construction inspection for misc. bridge maintenance at multiple locations and drainage repairs at Toulmins Spring Branch west of Wilson Avenue. This CONTRACT is also for engineering design of the UT to Toulmins Springs Branch east of US-45. (See Exhibit A for approximate locations). **The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the ENGINEER.

STANDARD SPECIFICATIONS – Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any

inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

- A. Design Phase
 - Part 1 – Multiple Bridge Culvert Sites & Toulmins Spring Branch East of Wilson Avenue
 - Part 2 – Toulmins Spring Branch Site (West of US-45)
- B. Pre-Bid to Pre-Construction Phase (Part 1)
- C. Construction Phase (Part 1)

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. Preliminary Engineering and General Requirements

Both Parts (1 and 2):

Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.

- a. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition.
- b. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with property owners. If staking of City Right-of-Way is required, this will be considered additional services.
- c. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.
- d. Identify all permits required by federal, state and local agencies in order to complete the PROJECT. If permits are determined to be required, this will be considered additional services.
- e. Prepare a plan outlining the specifications for any necessary subsurface explorations consisting of borings, lab tests and reports as required for design of the PROJECT.

- f. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.
- g. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.
- h. Prepare and submit to the CITY's Engineering Department an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm, etc.). The ESC Plan shall be prepared and signed by a Registered Professional Engineer licensed in the State of Alabama.
- i. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the project bid package.
- j. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.
- k. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.
- l. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

Part 2 ONLY (Toulmins Spring Branch Site):

- m. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed the PROJECT ENGINEER.

- n. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.
- o. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.

3. Design Surveys

Part 1 (Multiple Sites):

- a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed to obtain information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for design. Design shall be based on information compiled from the above-mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design and to verify the GIS information.

Both Parts (1 and 2):

- b. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with design surveys, to obtain topographic, boundary survey and other information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for reference only and shall NOT be used or substituted by ENGINEER as field surveyed information. Design shall be based on actual field surveys conducted by ENGINEER and not information compiled from above mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.
- c. Perform a topographic survey along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.
- d. Establish elevation benchmarks within existing and proposed rights of way at a maximum of 1,000-foot intervals. Bench marks shall be tied to USGS bench marks, or other approved elevation datum.
- e. Determine elevations at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, as needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 15 feet from top of bank or top of ditch on both sides at each cross-section.
- f. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.

4. Right of Way and Easement Survey Requirements

a. Right of Way and Easement Surveys

(1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.

b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:

(1) Existing right of way, easements (temporary and permanent) and property lines.

(2) Edge of existing and proposed Channel.

(3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.

(4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the CITY ENGINEER no later than the 60% submittal. If proposed right of way and/or easement documents, outside of the plan sheets, are required this would be considered additional services.

5. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

The plans will show all existing and proposed utilities in the project area. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at the 30%, 60%, 90% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.
- (1) **30% Design Submittal** (approximately 30% completion) shall be made **Ten (10) weeks** after comments for the preliminary investigation phase are received by ENGINEER. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, drainage area delineations, patterns and capacity calculations, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: preliminary alignment, preliminary drainage design evaluation, design parameters, topographic information, proposed rerouting of utilities, temporary and proposed permanent easements and potential problems. Plans shall be provided to each utility at this time.
 - (2) **60% Design Submittal** (approximately 60% completion) shall be made **Five (5) weeks** after 30% comments are received by ENGINEER. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, Traffic Control plan sheets, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. If required, detailed easement documents, both temporary and permanent, shall be submitted. This will be considered additional services. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.
 - (3) **90% Design Submittal** (approximately 90% completion) shall be made **Four (4) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.
 - (4) **100% Design Submittal** (Issued for Bid Package) shall be made **Three (3) weeks** after 90% comments are received by ENGINEER. The 90% review comments will be addressed and incorporated into the 100% plans. A final review shall be made by the CITY ENGINEER. Final Design submittal shall be made after all administrative review comments from the

100% review have been addressed and incorporated into the plans and the complete work is ready for advertisement.

- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
- c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
- d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.
- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION: PART 1 ONLY (MULTIPLE SITES)

- 1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
 - c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
 - d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The

ENGINEER's estimate of cost of the PROJECT should be indicated on this list.

- e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
- f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
- g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE (PART 1)

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall supply control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the control points.

- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- c. The ENGINEER shall insure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.
- b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.
- c. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

- f. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
- i. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
- l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.
- b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve

the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- c. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. **MUTUAL AGREEMENT**

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the

PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

- C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, ENGINEER shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 30% Design completion shall not exceed \$28,600.00 (Twenty Eight Thousand Six Hundred Dollars and Zero Cents).
 - b. Based on the results of the 30% submittal review, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 60% Design completion shall not exceed \$17,100.00 (Seventeen Thousand One Hundred Dollars and Zero Cents).

- c. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% Design completion shall not exceed \$17,100.00 (Seventeen Thousand One Hundred Dollars and Zero Cents).
- d. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT and Section III.B shall not exceed \$5,700.00 (Five Thousand Seven Hundred Dollars and Zero Cents).
- e. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$47,000.00 (Forty-Seven Thousand Dollars and Zero Cents).
- f. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

- 1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$5,000.00 (Five Thousand Dollars and No Cents).
- 2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned

PROJECT shall not exceed \$120,500.00 (One Hundred Twenty Thousand Five Hundred Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

- B. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:
 - a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.
 - b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 - c. General Aggregate Limit shall apply on a "Per Project" Basis.
4. Automobile Liability Insurance:
 - a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
5. Excess/Umbrella Liability Insurance
 - a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is FY2024 Storm Water Fee Allocation Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net> ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

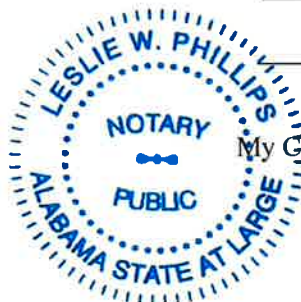
MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Print: Jeffrey D. May, P.E.
Its: Vice President
Address: 11 North Water Street, Suite 14290
Mobile, AL 36602
Telephone: 251-380-0898

STATE OF ALABAMA
CITY OF MOBILE

I, Leslie W. Phillips, a Notary Public in and for said State and County, hereby
certify that Jeffrey D. May, whose name as Vice President of
Michael Baker International, Inc. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 31st day of July, 2024.



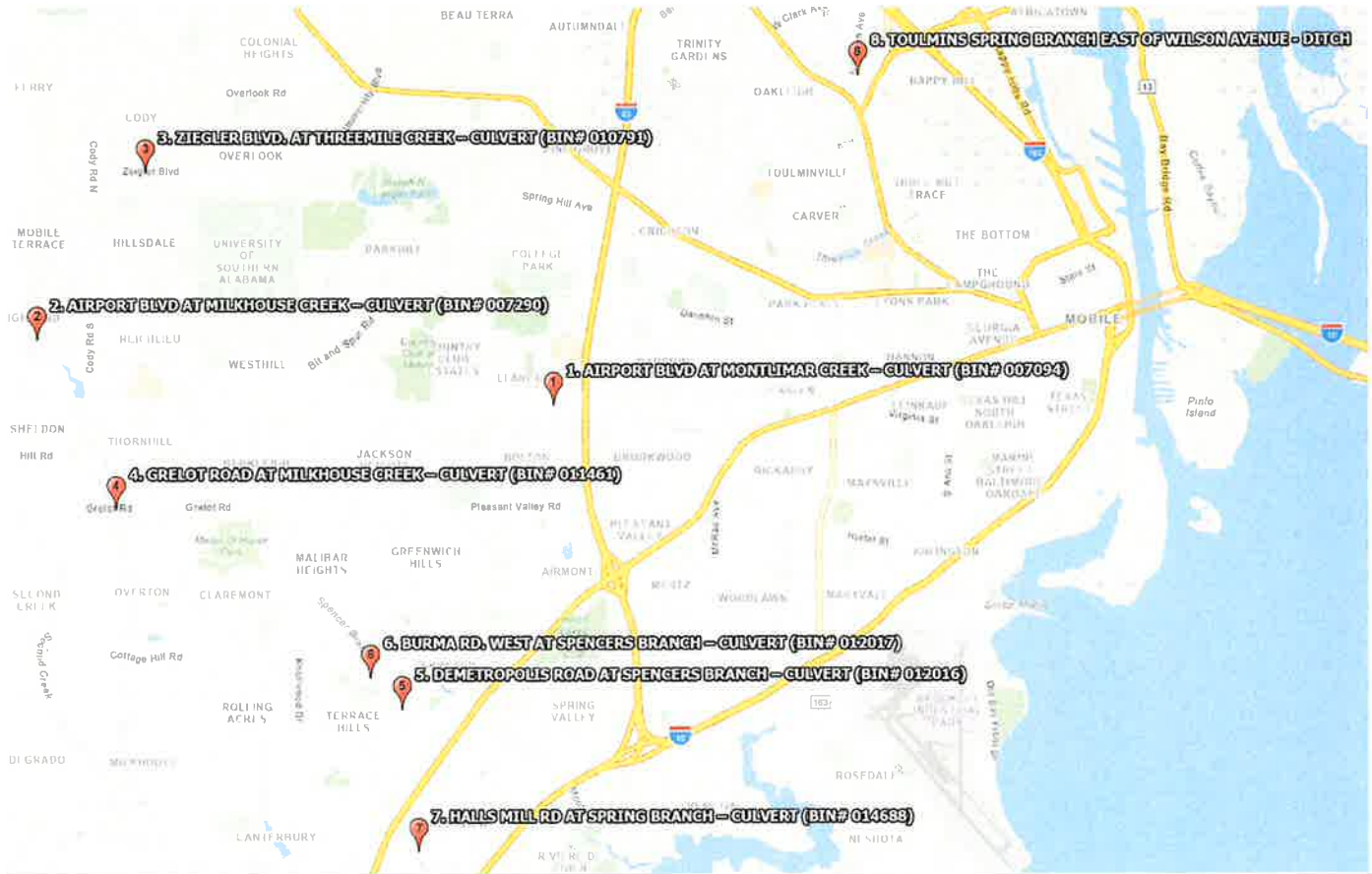
NOTARY PUBLIC

My Commission Expires: 01/22/2025

Leslie W. Phillips
NOTARY PUBLIC
Alabama State At Large
My Commission Expires 1/22/2025

EXHIBIT A: PROJECT LOCATION

PART 1 (MULTIPLE SITES)



1. AIRPORT BLVD AT MONTLIMAR CREEK – CULVERT (BIN# 007094)
2. AIRPORT BLVD AT MILKHOUSE CREEK – CULVERT (BIN# 007290)
3. ZIEGLER BLVD. AT THREEMILE CREEK – CULVERT (BIN# 010791)
4. GRELOT ROAD AT MILKHOUSE CREEK – CULVERT (BIN# 011461)
5. DEMETROPOLIS ROAD AT SPENCERS BRANCH – CULVERT (BIN# 012016)
6. BURMA RD. WEST AT SPENCERS BRANCH – CULVERT (BIN# 012017)
7. HALLS MILL RD AT SPRING BRANCH – CULVERT (BIN# 014688)
8. TOULMINS SPRING BRANCH EAST OF WILSON AVENUE – DITCH

PART 2 (TOULMINS SPRING BRANCH SITE WEST OF US-45)

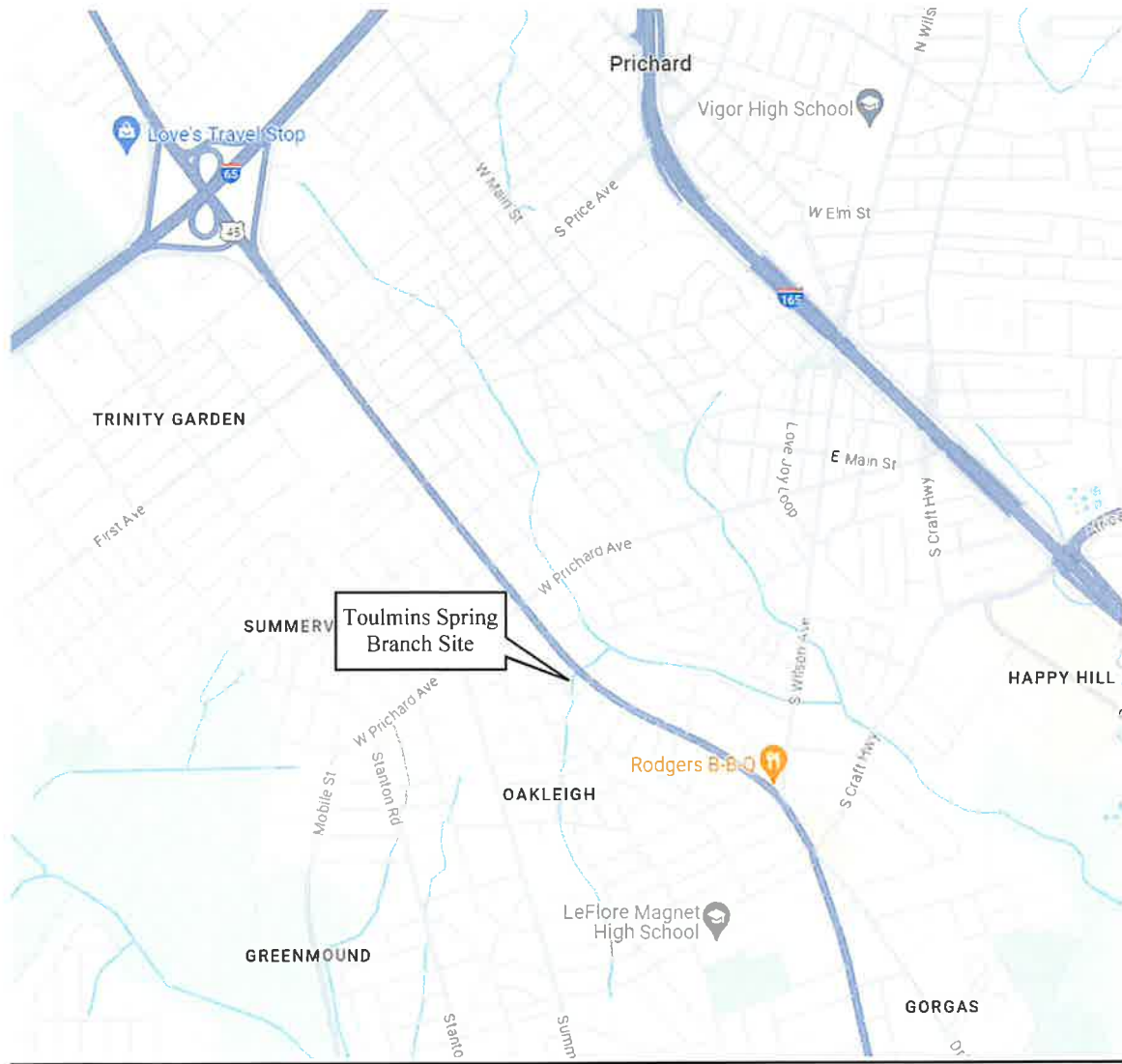


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **MISCELLANEOUS DRAINAGE REPAIRS** City of Mobile Project No. **2024-3005-19**.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be **\$850,000 [Eight Hundred Fifty Thousand Dollars and No Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid to the ENGINEER shall not exceed **\$120,500 [One Hundred Twenty Thousand Five Hundred Dollars and Zero Cents]**, unless authorized by the CITY.

CITY DISTRICT: City Wide

FUNDING SOURCE: C0973 (MISCELLANEOUS DRAINAGE REPAIRS)

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

MICHAEL BAKER INTERNATIONAL
SCHEDULE OF RATES
MISCELLANEOUS DRAINAGE REPAIRS
PROJECT NO. 2024-3005-19

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Project Manager	\$ 210.00
Professional Engineer	\$ 145.00
Engineering Intern	\$ 105.00
CADD Technician I	\$ 75.00
CEI Manager	\$ 120.00
Sr. Inspector	\$ 100.00
Level I Inspector	\$ 55.00
Clerical / Office Administrative Assistant	\$ 85.00

The City shall reimburse based on the above rates and reimburse for the following actual expenses: copies, reproduction, postage, long distance telephone charges and laboratory services. Mileage shall be reimbursed at a rate of \$ 0.665 / mile. Any travel expenses other than mileage must be approved in advance by the City. These rates shall remain valid until December 31, 2024. After December 31, 2024, current standard IRS mileage rates shall be used.

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase 30%	\$ 28,600.00
Design Phase 60%	\$ 17,100.00
Design Phase 90%	\$ 17,100.00
Design Phase 100% and Pre-Bid to Pre-Construction Phase	\$ 5,700.00
Construction Phase	\$ 47,000.00

<u>Base Contract Amount</u>	<u>\$ 115,500.00</u>
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Additional Services (If requested in writing by the City Engineer)	\$ 5,000.00
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<u>Total Contract Amount including Additional Services</u>	<u>\$ 120,500.00</u>
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EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER		CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____			
INSURED					
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	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER: _____				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED: _____ RETENTION \$: _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		☐ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ _____ E L DISEASE - EA EMPLOYEE \$ _____ E L DISEASE - POLICY LIMIT \$ _____
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project Name: _____ Project Number: 20xx-3005-xx City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).					
CERTIFICATE HOLDER			CANCELLATION		
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: _____		

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/01/2024

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 Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Michael Baker International, Inc. 11 N. Water Street, Suite 14290 Mobile AL 36602 USA	INSURER A: XL Insurance America Inc 24554 INSURER B: Allied World Surplus Lines Insurance Co 24319 INSURER C: American Guarantee & Liability Ins Co 26247 INSURER D: Zurich American Ins Co 16535 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570107450173

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,

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL0419728102	08/30/2023	08/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP 4197284 02	08/30/2023	08/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			AUC053258205	08/30/2023	08/30/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC419728202 AOS WC419728502 WI	08/30/2023	08/30/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2023	08/30/2024	Per Claim \$1,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Name: Miscellaneous Drainage Repairs, Project Name: 2024-3005-19. City of Mobile, PO Box 1827, Mobile, AL 36633-1827 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Mobile in accordance with the policy provisions of the General Liability, Automobile Liability, Professional Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how

CERTIFICATE HOLDER

CANCELLATION

City of Mobile, Alabama Attn: Tammy Lambeth, PE PO Box 1827 205 Government Street 3rd Floor, South Tower Mobile AL 36633-1827 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
--	---

Holder Identifier :

570107450173
Certificate No :

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Michael Baker International, Inc.	
POLICY NUMBER See Certificate Number: 570107450173			
CARRIER See Certificate Number: 570107450173	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-02

Effective Date: 08/30/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date: 08/30/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4197281-02	08/30/2023	08/30/2024		15939000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date: 08/30/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-02

Effective Date: 08/30/2023

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4197284-02	08/30/2023	08/30/2024		15939000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

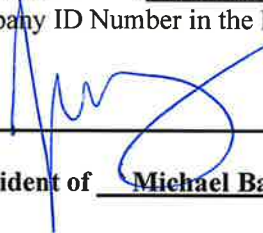
Before me, a Notary public, personally appeared Jeffrey D. May (affiant) who,
being duly sworn says as follows:

Vice President of Michael Baker International, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as **Vice President** for **Michael Baker International, Inc.** that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

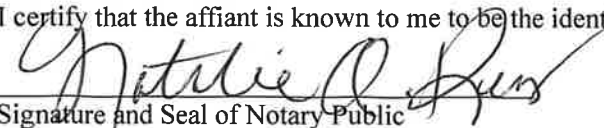
I further attest that said Michael Baker International, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 19959.



Vice President of Michael Baker International, Inc.

Sworn to and subscribed before me this the 5th day of August, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public

Natalie A. Kent
Notary Public, Alabama State at Large

My Commission Expires

7/18/2027



Technical Product Consultant
Equifax Inc.

O 3146842189
ebony.williams@equifax.com

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Company ID Number:19959

Client Company ID Number:1347287

Employer	
Michael Baker International	
Name (Please Type or Print)	Title
Penny Mercadante	
Signature	Date
Electronically Signed	October 08, 2018
E-Verify Employer Agent	
TALX Corporation	
Name (Please Type or Print)	Title
Louis Lauver	
Signature	Date
Electronically Signed	October 08, 2018
Department of Homeland Security - Verification Division	
Name	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	October 08, 2018

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Michael Baker International (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Michael Baker International (Employer) hereby designates and appoints Kristina David (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:19959

Client Company ID Number:1347287

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print)	Title
Kristina David	
Signature	Date
Electronically Signed	April 02, 2019
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Michael Baker International
Company Facility Address	500 Grant St. Ste 5400 Pittsburgh, PA 15219
Company Alternate Address	500 Grant St. Ste 5400 Pittsburgh, PA 15219
County or Parish	Allegheny
Employer Identification Number	25-1228638
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	77

Company ID Number:19959

Client Company ID Number:1347287

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Pennsylvania	6
South Carolina	3
Mississippi	2
Alaska	2
Florida	6
Tennessee	1
California	14
Michigan	1
Ohio	4
North Carolina	4
Colorado	1
Idaho	1
Arkansas	2
Indiana	2
Nevada	3
Texas	4
Georgia	2
Kentucky	1
New York	2
Louisiana	2
Maryland	1
Arizona	1
Alabama	1
Wisconsin	2
Washington	1
West Virginia	1
Minnesota	1
Virginia	4
Illinois	1
Utah	1

Company ID Number:19959

Client Company ID Number:1347287

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Penny Mercadante
Phone Number	(412) 918-4024
Fax Number	
Email Address	Penny.Mercadante@mbakerintl.com

Name	Brian Rider
Phone Number	(412) 918-4039
Fax Number	
Email Address	Brian.Rider@mbakerintl.com



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.Judd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

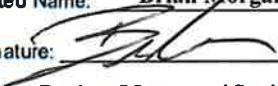
Section I. Information about your company

Company	Michael Baker International, Inc.
Address	11 N. Water Street, Suite 14290 Mobile, AL 36602
Telephone	(251) 380-0898
E-Mail	Brian.Morgan@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	Various Drainage Repairs, City Project No. 2024-3005-19
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees <u>4,150</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Morgan, PE

Signature:  Date: 08/05/2024

Title: Project Manager / Senior Associate

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Brian Morgan, PE Title: Project Manager / Senior Associate

Email: Brian.Morgan@mbakerintl.com Phone: (251) 341-3128



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Michael Baker

Please Print Company International, Inc. Your Bid/Proposal Amount \$ N/A Date: _____

08 / 05 / 2024 Description Various Drainage Repairs, City Project No, 2024-3005-19

Name of Bidder/Proposer: Michael Baker International, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
N/A						



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Michael Baker International, Inc.

Contact Person: Brian Morgan, PE Phone (251) 341-3128 Email Brian.Morgan@mbakerintl.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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. _____



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2024-3005-19

Current Date 8/6/24

Project Description Miscellaneous Drainage Repairs

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

Michael Baker International, Inc., requests a waiver of the disadvantaged business enterprise (DBE) goal

due to the nature of the work. This is a Contract for engineering, design, and construction inspection

services that are specialized and the proposal fee amounts are small enough to not warrant the use of

sub-consultants.

Nick Amberger

Requested By (Department Director)

Nick Amberger
(Signature)

City Engineer
(Title)

8/6/2024
(Date)

251-208-7426

nick.amberger@cityofmobile.org

Telephone Number
Archnique Kidd

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Supplier Diversity Manager

(Title)

8/22/2024

(Date)

Approved By (CAO)



AGENDA ITEM SUMMARY SHEET

Agenda of: September 10, 2024

Submitted by:

Nicholas Amberger

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Grant a permanent nonexclusive easement to CSX Transportation Inc. for the construction, operation, inspection, maintenance, replacement and removal of a rail transportation track facility, including but not limited to railroad signal bungalows, over, across and upon Grantor's parcels of real property.

Amount of Contract:

n/a

Funding Source

ATTACHMENTS:

1. Resolution Unsigned
2. CSX Easement 8.26.24 SIGNED
3. Exhibit A & B

REVIEWERS:

Stacey Howard

Carleen Stout

Chris Kern

James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk, and they herby are, hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a municipal corporation, a Permanent Easement between CSX Transportation, Inc, a Virginia corporation, and the City of Mobile, a municipal corporation.

BE IT FUTHER RESOLVED THAT:

SAID document being attached hereto and made a part hereof as though fully set forth herein.

Adopted:

City Clerk

AGREEMENT FOR CONVEYANCE OF EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

This Agreement, by and between the CITY OF MOBILE, ALABAMA, a municipal corporation, (hereinafter referred to as "Grantor" or "City") and CSX TRANSPORTATION, INC., a Virginia corporation (herein referred to as "Grantee" or "CSXT"), and effective as of the date of final and full execution by both parties;

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the amount of Ten and No/100 (\$10.00) Dollars, cash in hand paid to Grantor by Grantee, receipt of which is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, does hereby, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth in this Agreement, GRANT, REMISE and CONVEY unto Grantee, its successors and assigns, a permanent non-exclusive easement, for the construction, operation, inspection, maintenance, replacement and removal of a rail transportation track facility, including but not limited to railroad signal bungalows, over, across and upon Grantor's parcels of real property (hereinafter referred to as "the Parcels"), located in the County of Mobile, State of Alabama, which real property and easement are more particularly described and follows:

SEE EXHIBITS A AND B ATTACHED HERETO

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the parcels of land hereinabove described for the purpose of laying, inspecting, constructing, repairing, using and maintaining said rail transportation facilities over and along said parcels. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
2. All construction and maintenance of the rail transportation system will be the full responsibility of the Grantee.
3. All construction and maintenance of the rail transportation system will be in substantial compliance with all applicable law.
4. The plans, specifications, drawings and other documents necessary or appropriate to the design and construction of roadbed, railway track or other improvements on the Parcels shall be prepared at Grantee's sole cost and expense and shall be subject, at Grantor's election, to the review and approval of Grantor.
5. By its review or approval of plans pursuant to this Agreement, Grantor expressly disclaims all representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Grantee or any other persons of the plans or improvements constructed in accordance with the plans.
6. Any City owned drainage improvements, utilities and/or structures are to be identified, noted and protected in the plans submitted via the Grantor's land disturbance permitting process.
7. Grantee, in the construction or maintenance of the roadbed and track, shall not interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the Grantee will be repaired or replaced to design capacity and function at Grantee's sole expense.
8. Grantee shall construct, operate and maintain said rail transportation system and facilities in the future in order to prevent any erosion or washing away of the lands of the City upon the Parcels or adjoining lands. If at any time such facilities are the underlying cause of any erosion or washing, then Grantee will immediately take necessary steps to prevent same.
9. Grantor reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Grantee's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way, then the Grantee shall make the necessary provisions to eliminate same.
10. Grantor reserves the right to use and enjoy its own rights in the property described herein, including but not limited to landscape, pave, build drives and parking areas provided that Grantors, their successors and assigns, shall not interfere with the rights granted to Grantee herein.

11. Grantee shall promptly notify Grantor of any hazardous condition relating to the construction or maintenance of facilities on the easement Parcels.
12. Any and all lands and /or improvements disturbed in the utilization of the rights hereby granted will be restored by Grantee to a condition substantially the same as existed immediately prior to said disturbance; Grantee must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the Grantor.
13. The easement granted hereby may not be conveyed by the Grantee without the written consent of the Grantor, which such consent will be granted or withheld at the sole discretion of the Grantor.
14. Except as otherwise provided herein, Grantee does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
15. Grantee assumes all liability for the use of the Parcels and for any loss, claim, damage or judgment arising from injury to persons or property occurring or arising from Grantee's use of the Parcels. Grantee shall defend, indemnify and hold harmless the Grantor from and against all claims, demands, loss and injury to persons or property arising out of or relating to Grantee's use of the Parcels, provided such claims do not result from the acts, negligence or willful misconduct of Grantor, its successors or assigns.
16. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties hereto.
17. This easement shall terminate when the Parcels are no longer needed or used by Grantee or when Grantee has removed its facilities. At such time all rights granted herein shall revert to the City. Grantee shall at that time restore the Parcels to the condition existing on the date of this Agreement and shall bear the full cost of such restoration.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2024.

GRANTOR:
CITY OF MOBILE, a Municipal Corporation

By: _____
Mayor, William S. Stimpson,

ATTEST:

City Clerk, Lisa C. Lambert

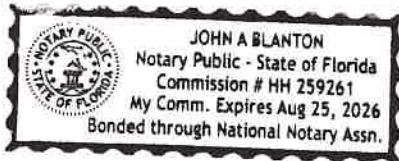
GRANTEE:
CSX TRANSPORTATION, INC.,
a Virginia Corporation

By: [Signature]
Its: Christina Bottomley
VP Business Development and Real Estate

STATE OF FLORIDA)
COUNTY OF DUVAL)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christina Bottomley as VP BD & RE of CSX Transportation, Inc., a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 28 day of August 2024.

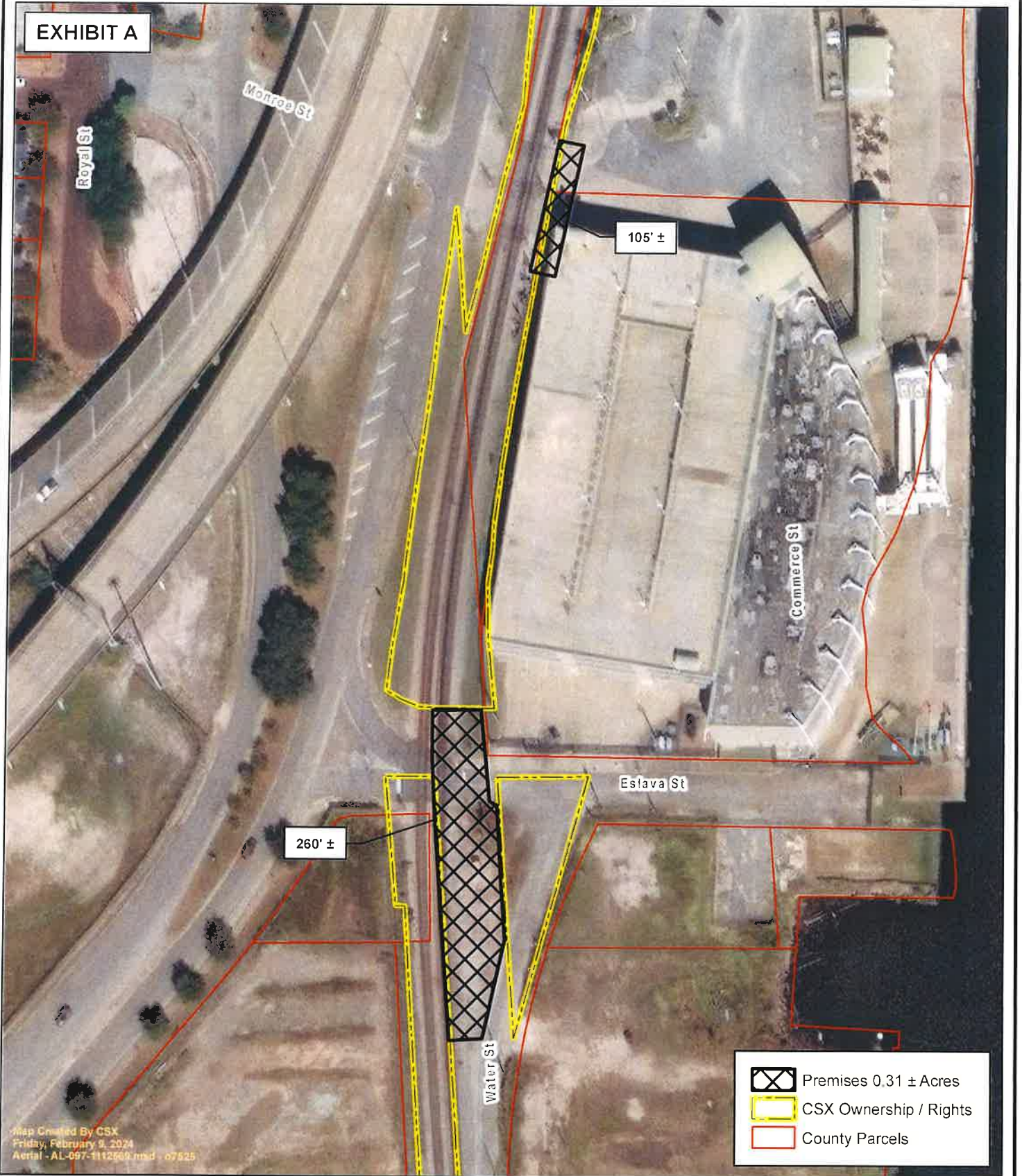


[Signature]
Notary Public, State of Alabama
My Commission Expires: 8/25/2026

Grantee:
CSX Transportation, Inc
500 Water Street
Jacksonville, FL 32202

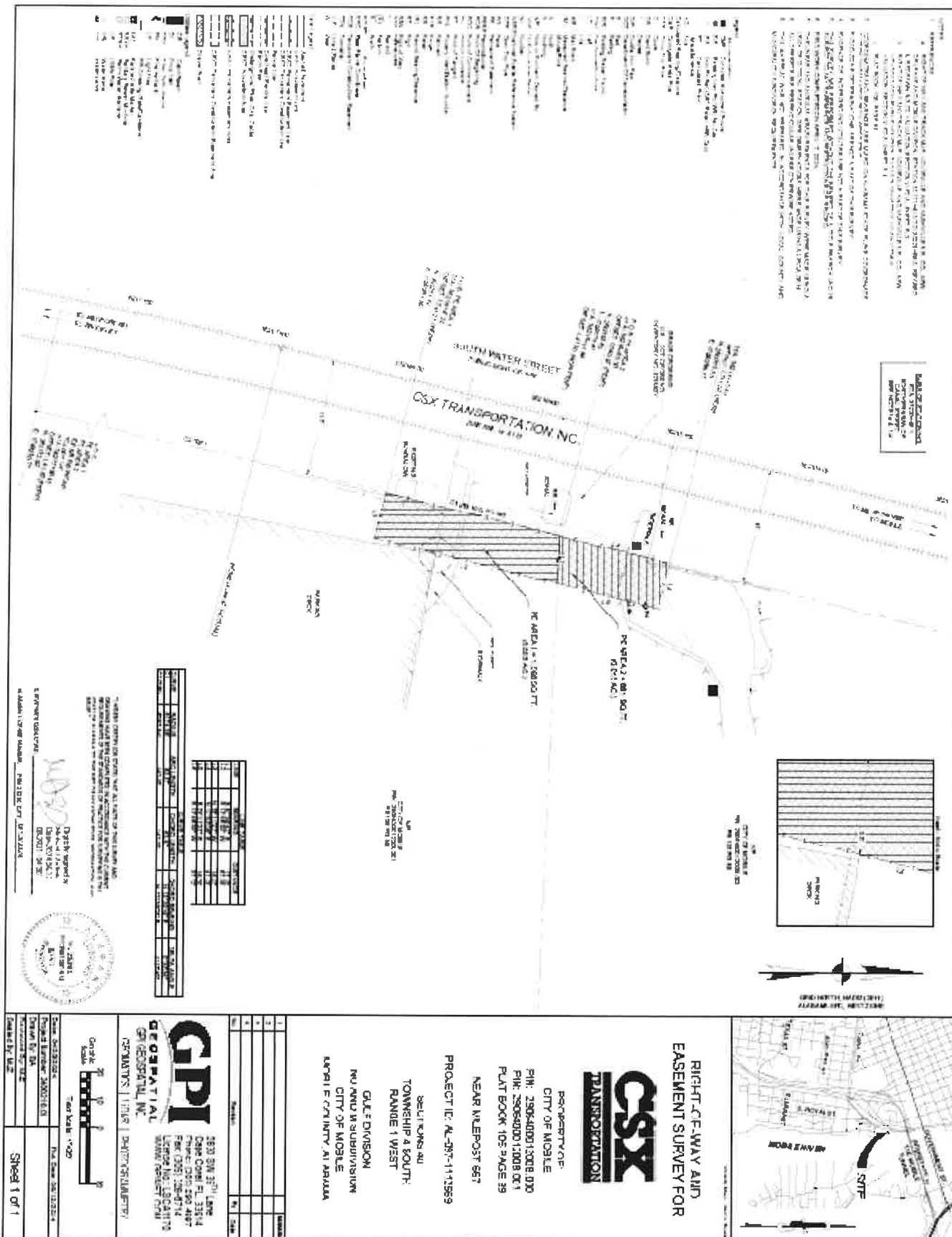
Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

EXHIBIT A



CSX

MOBILE, AL - MONROE ST (AMTRAK)
SITE: AL-097-1112569
MOBILE COUNTY - MOBILE, AL
S - GULF - NO AND M
MILEPOST: 000 666.8 - 000 666.93



RESOLUTION

STATE OF ALABAMA:
COUNTY OF MOBILE:

WHEREAS, **AFFORDABLE HOME GULF COAST II, LLC**, an Alabama limited liability company, as owner of all the land abutting and affected by the right-of-way, easement, or etc. as more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference, have petitioned to the Mobile City Council to assent to the vacation by them as abutting and affected property owners of the alley; and

WHEREAS, it is the intention of Owner, that upon said vacation, Owner will own all of the right-of-way, easement, or etc. and will own all remaining interest in the vacated right-of-way, easement, or etc.; and

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council, that its assent be and hereby is given to the vacating of the right-of-way, easement, or etc. which is described on Exhibit "A", provided that the procedure for vacation shall be in strict compliance with the law, and further subject to the following: (a) an easement be excepted from this vacation and be retained in favor of Mobile Area Water and Sewer System to operate and maintain existing facilities until they are either relocated or abandoned; (c) an easement be excepted from this vacation and be retained in favor of Mobile Gas Service Corporation to operate and maintain existing facilities until they are either relocated or abandoned; and (d) Alabama Power Company and AT&T Alabama are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

ADOPTED:

City Clerk

EXHIBIT "A"

Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION FOR VACATION OF RIGHT-OF-WAY
PURSUANT TO CODE OF ALABAMA § 23-4-20**

WHEREAS AFFORDABLE HOMES GULF COAST II, LLC, constitutes all of the abutting landowners surrounding an unused portion of the Ellis Avenue right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

____ Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

Together with and subject to all rights of way, covenants, easements and restrictions of record.

WHEREAS, a survey of said right-of-way is attached hereto as Exhibit A, a GIS map of said right-of-way is attached hereto as Exhibit B, and an aerial photo of said right of way is attached hereto as Exhibit C; and,

WHEREAS, said right-of-way is located solely within the City of Mobile; and,

AND, WHEREAS, the above described area has never been paved and/or utilized as a right-of-way, is not needed as a right-of-way for any public purpose and the vacation of same is in the public interest; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows:

13,583.426 square feet – area to be vacated

1 abutting tract (PARCEL #: 29 10 28 2 001 011.XXX):
89,577.858 square feet – west of area to be vacated
80,924.890 square feet – east of area to be vacated

WHEREAS, the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows:

\$ 2,766,800.00 – assessed as 1 abutting tract (PARCEL #: 29 10 28 2 001 011.XXX):

WHEREAS, AFFORDABLE HOMES GULF COAST II, LLC desires to vacate said right-of-way; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation, if any, shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this proposed vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way.

NOW, THEREFORE, the undersigned AFFORDABLE HOMES GULF COAST II, LLC, pursuant to *Code of Alabama* § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the Ellis Avenue right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

 Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

Together with and subject to all rights of way, covenants, easements and restrictions of record.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has hereunto caused this petition to be executed by its duly authorized representative as of the dates set forth hereinbelow.

AFFORDABLE HOMES GULF COAST II, LLC,

an Alabama limited liability company

By: T-HA
Name: Terry Harbin
Its: MANAGING MEMBER
Date: 8/8/2024

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that Terry Harbin, whose name as MANAGING MEMBER of Affordable Homes Gulf Coast II, LLC, an Alabama limited liability company, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such MANAGING MEMBER and with full authority, executed the same voluntarily as attorney for ~~the AFFORDABLE HOMES~~ the day the same bears date.

Given under my hand and official seal of office on this the 8 day of ^{August} ~~July~~, 2024.

Jammy Stewart Pettis
NOTARY PUBLIC

My Commission Expires: 7-15-2025

[AFFIX SEAL]



Street Vacation - Ellis Ave.

261 Rickarby St.
Mobile, AL 36602
Parcel#021020300101.000
Exp#022292
Current instrument of record # 021020300101.000

Current Title Holder
Affordable Homes Gulf Coast II, LLC
9140 Bellingham Ct.
Mobile, AL 36695

Site Data:
Zoning - R-1 (unimproved) City of Mobile
Number of lots - 23
Total Acreage - 4.224 ac. (184086.175 sq. ft.)
Minimum Lot Area (proposed) - 6000 sq. ft.
Minimum Lot Area (improved) - 6436.603 sq. ft.
1.5-acre lot in square - 677.87
Building Setbacks
Front - 25'
Rear - 0'
Side - 5'
Utility Easement - 10' Front Lines, 5' Interior Side Lines
Watermain - Dog River

Record Deed Affordable Home Gulf Coast II LLC
Instrument# 021020300101.000

Beginning at a point on the west side of Houston Street 442.3 feet north from the Northwest intersection of Houston and LaSalle Streets, and running thence south 89 degrees and 12 minutes west 295.5 feet; thence south 40 minutes east 278.7 feet; thence north 89 degrees and 50 minutes east 291.3 feet to the west line of Houston Street; and thence north one degree and 28 minutes west along the west line of Houston Street 243.3 feet to the starting point.
Also, starting at that point which is 50 feet north 89 degrees and 12 minutes West from the northwest corner of the parcel of land last above described and running thence south 89 degrees and 12 minutes West 330 feet to the east line of Rickarby Street; thence south 40 minutes east along the east line of Rickarby Street, 275 feet; thence north 89 degrees and 50 minutes east 330 feet; and thence north 42 minutes west 278.6 feet to the starting point.

SURVEYOR'S CERTIFICATE:
I, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief, this 19th day of June, 2024.

Russ Haysol
Russ Haysol
AL PL540136-S



Additions or deletions to survey drawings by any other person(s) than the signing party or parties is prohibited without the written consent of the signing party or parties.

Relative Error of Closure
Suburban
177,500' & 10" X sq. root of # of angles
The Ratio of Bearings for this survey is Alabama State Plane
Grid (West Zone) determined by GNSS observations

DATE	BY	REMARKS
06/19/24	Russ Haysol	Survey of 23 lots for Affordable Homes Gulf Coast II, LLC
06/19/24	Russ Haysol	Survey of 23 lots for Affordable Homes Gulf Coast II, LLC
06/19/24	Russ Haysol	Survey of 23 lots for Affordable Homes Gulf Coast II, LLC
06/19/24	Russ Haysol	Survey of 23 lots for Affordable Homes Gulf Coast II, LLC

Area of Interest
(Vacation of right of way for Ellis Ave.)

Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq. ft.), more or less.

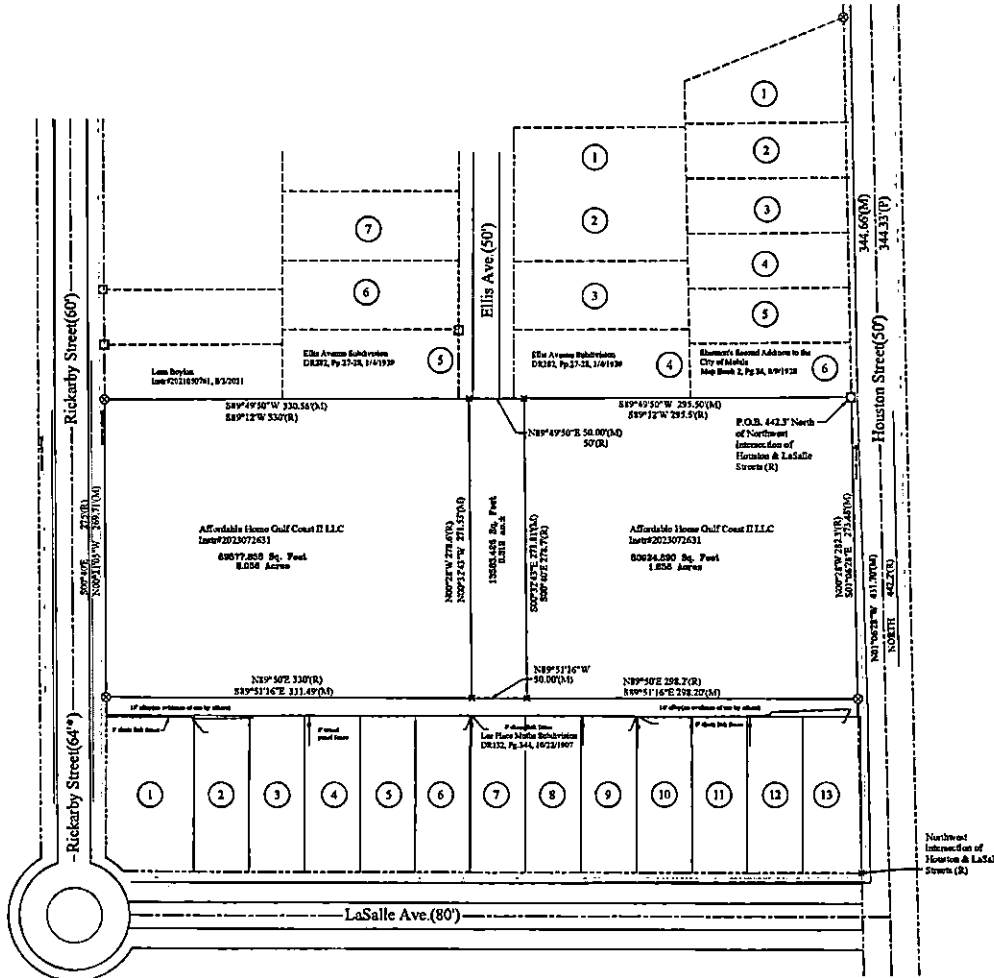
Together with and subject to all rights of way, covenants, easements and restrictions of record.

0 50 100 150
GRAPHIC SCALE - FEET

LEGEND

- = REBAR SET (1/2" X 18" CAPPED MARKED BMS 40196-S) flush
- ⊗ = REBAR FOUND (1/2" MARKED POLYSURV)
- = 1" OD IRON FINCH PIPE FOUND
- x = SURVEY POINT, NO MONUMENT
- M = MEASURED DIMENSION
- P = PLATTED DIMENSION
- R = RECORD DEED DIMENSION
- = FENCE LINE FOUND
- - - = APPROXIMATE CENTERLINE
- · - · - = APPARENT RIGHT-OF-WAY
- = BOUNDARY LINE

FLOOD CERTIFICATE:
THIS PROPERTY LIES WITHIN AN AREA OF MINIMAL FLOOD HAZARD FLOOD ZONE "X" AS SHOWN AND DESIGNATED ON FEMA FIRM, MOBILE COUNTY, ALABAMA, MAP#18007C01G, COORDINATE#18001, MAP EFFECTIVE DATE 6/9/82



STATE OF ALABAMA

COUNTY OF MOBILE

DECLARATION OF VACATION OF RIGHT-OF-WAY

WHEREAS Affordable Gulf Coast Homes II, LLC, an Alabama limited liability company, constitutes all of the owners of land abutting a portion of the public right-of-way known as Ellis Ave, said right-of-way being more particularly described as follows, to-wit:

Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

WHEREAS, a survey of said right-of-way area is attached hereto as Exhibit A; and,

WHEREAS, Affordable Gulf Coast Homes II, LLC desires to vacate said right-of-way, have petitioned the City Council of the City of Mobile to assent to the vacation of same, and have provided notice of the request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right-of-way at the time of vacation shall have the right to continue to access, maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said alleys and right-of-way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 13,583.426 SF – area to be vacated; 89,577.858 SF – tract west of area to be vacated; 80,924.890 SF – tract east of area to be vacated; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: \$2,766,800.00 – assessed as 1 abutting tract (PARCEL #: 29 10 28 2 001 011.XXX; and,

WHEREAS, the City Council of the City of Mobile has assented to the vacation of the said right-of-way of Ellis Avenue as shown by a copy of a Resolution adopted by such governing body and certified by the clerk or ministerial officer in charge of the records of the City of Mobile, to such effect, which is attached hereto and fully incorporated herein by reference.

NOW, THEREFORE, the premises considered, Affordable Homes Gulf Coast II, LLC, declares the following described right-of-way of Ellis Avenue to be, and is hereby, vacated:

Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

WHEN DULY RECORDED in the Office of the Judge of Probate of Mobile County, Alabama, this Declaration of Vacation shall operate to divest all public rights, including any rights which may have been acquired by prescription, in the above described right-of-way of Elli Avenue so vacated; provided, however, that entities with utility lines, equipment or facilities in place within said alleys or right-of-way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth hereinbelow.

AFFORDABLE HOMES GULF COAST II, LLC,

an Alabama limited liability company

By: T-H-H-e
Name: Terry Harbin
Its: Managing Member
Date: August 8, 2024

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that Terry Harbin, whose name as Managing Member of Affordable Homes Gulf Coast II, LLC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of the limited liability company on the day the same bears date.

Given under my hand and official seal of office on this the 8 day of August, 2024.

Jimmy Stewart Pettis
NOTARY PUBLIC
My Commission Expires: 7-15-2025

Grantor's Address:

Affordable Homes Gulf Coast II, LLC
9140 Wallcross Ct
Mobile, Alabama 36695

Grantee's Address:

Affordable Homes Gulf Coast II, LLC
9140 Wallcross Ct
Mobile, Alabama 36695

**PREPARED BY WITHOUT
WARRANTY AS TO TITLE:**

Kara M. Garstecki, Esq.
KMG LAW LLC
206 Carmel Dr E
Mobile, Alabama 36608

EXHIBIT A

SURVEY

[SEE ATTACHED]

Street Vacation - Ellis Ave.

361 Rickaby St.
Mobile AL, 36602
Parcel#202300101.000
Legal#23292
Current instrument of record #1823072632, 12/19/2023

Current Title Holder
Affordable Home Gulf Coast II, LLC
9140 Bellingham Ct.
Mobile, AL 36695

Site Data:
Zoning - R-1 (suburban) City of Mobile
Number of lots - 22
Total Acreage - 4.226 ac. (184,006.175 sq ft)
Minimum Lot Area (required) - 6000 sq ft
Minimum Lot Area (measured) - 6436.603 sq ft
Linear feet in streets - 677.87
Building Setbacks
Front - 25'
Rear - 8'
Side - 5'
Utility Easement - 10' from lines, 5' interior side lines
Waterbody - Dog River

Record Deed Affordable Home Gulf Coast II, LLC
[Instrument#202307263]

Beginning at a point on the west side of Houston Street 442.3 feet north from the north-south intersection of Houston and LaSalle Streets, and running thence south 89 degrees and 12 minutes west 295.5 feet; thence south 40 minutes east 278.7 feet; thence north 89 degrees and 50 minutes east 298.2 feet to the east line of Houston Street; and thence north one degree and 28 minutes west along the west line of Houston Street 282.5 feet to the starting point.
Also, starting at that point which is 50 feet south 89 degrees and 12 minutes west from the northwest corner of the parcel of land here above described and running thence south 89 degrees and 12 minutes west 330 feet to the east line of Rickaby Street; thence south 40 minutes east along the east line of Rickaby Street, 275 feet; thence north 89 degrees and 50 minutes east 330 feet; and thence north 40 minutes west 278.6 feet to the starting point.

SURVEYOR'S CERTIFICATE:
I, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief, this 19th day of June, 2024.

Rene Hargis
Rene Hargis
AL PL5440196-S



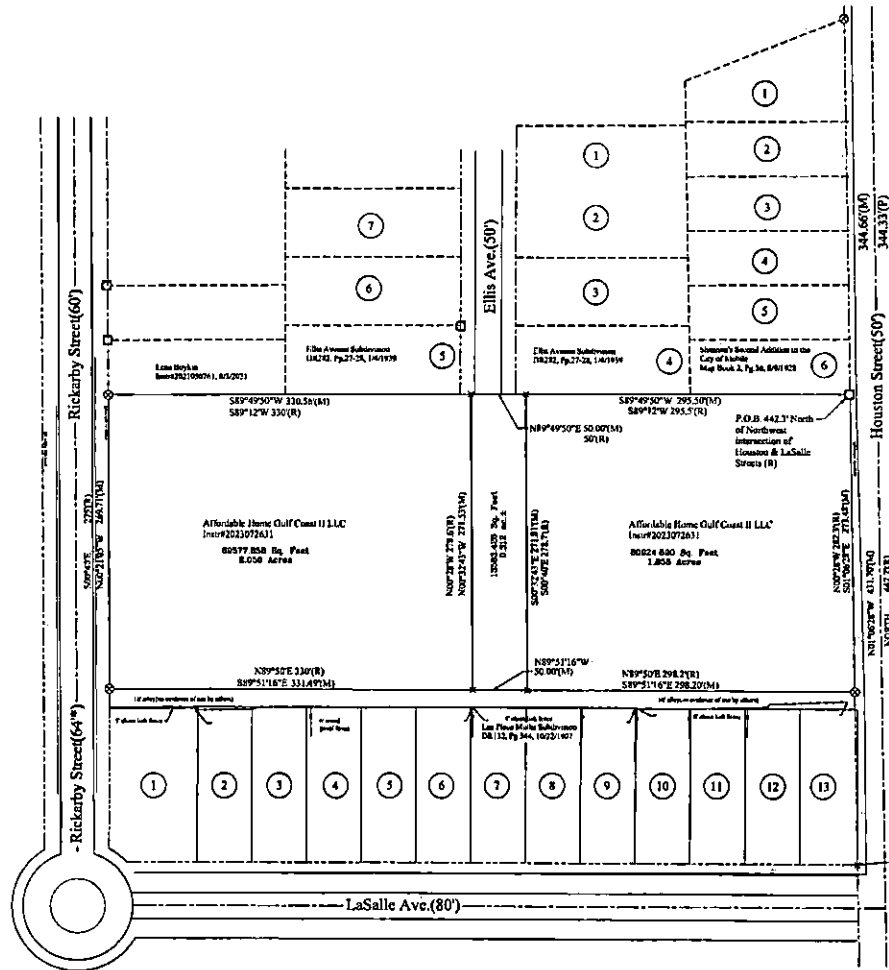
Admission or deletion to survey drawings by any other person(s) than the signing party or parties is prohibited without written consent of the signing party or parties.

Relative Error of Closure
Suburban
1/7500' & 20" X on each of 8 of angles

The Basis of Bearings for this survey is Alabama State Plane
Grid (West Zone) determined by GNSS observations

Property	Area	Owner/Holder	Deed/Instrument
361 Rickaby St.	4.226 ac.	Affordable Home Gulf Coast II, LLC	202307263
9140 Bellingham Ct.	0.000 ac.	Mobile, AL	
361 Rickaby St.	0.000 ac.	Mobile, AL	

Area of Interest
(Vacation of right of way for Ellis Ave.)
Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.
Together with and subject to all rights of way, covenants, easements and restrictions of record.



- LEGEND**
- = REBAR SET (1/2" X 18" CAPPED MARKED BMS 40196-S) FOUND
 - ⊗ = REBAR FOUND (1/2" MARKED POLYSURV)
 - = 1" OD IRON PINCH PIPE FOUND
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 - M = MEASURED DIMENSION
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 - R = RECORD DEED DIMENSION
 - = FENCE LINE FOUND
 - - - - - = APPROXIMATE CENTERLINE
 - - - - - = APPARENT RIGHT-OF-WAY
 - = BOUNDARY LINE

FLOOD CERTIFICATE:
THIS PROPERTY LIES WITHIN AN AREA OF MINIMAL FLOOD HAZARD FLOOD ZONE "X" AS SHOWN AND DESIGNATED ON FEMA FIRM, MOBILE COUNTY, ALABAMA, MAP#01099C078L, COMMUNITY#01500, MAP EFFECTIVE DATE 6/5/2020



July 19, 2024

VIA CERTIFIED MAIL AND ELECTRONIC MAIL

Mr. Donnie Little
Construction Specialist II
Comcast Cable
3248 Springhill Avenue
Mobile, AL 36607
Donnie.little@comcast.com

Mr. Darryl Russell
Planning & Engineering Manager
Mobile Area Water & Sewer System
P.O. Box 180249
Mobile, AL 36618-0249
drussell@mawss.com

Mr. Brad Sadler
Specialist
AT&T Alabama
2155 Old Shell Road
Mobile, AL 36607
Brad.sadler@att.com

Mr. Jeff Wilcox
Ms. Lacey Witherington
Spire Alabama, Inc.
2828 Dauphin Street
Mobile, AL 36606
Jeff.wilcox@spireenergy.com
Lacey.witherington@spireenergy.com

Mr. Eric Boykin
Alabama Power Company
P.O. Box 2247
Mobile, AL 36652
elboykin@southernco.com

Re: Street Vacation – Ellis Avenue, Mobile, Alabama

To Whom It May Concern:

I represent Affordable Homes Gulf Coast II, LLC (AHGC), which intends to petition the Mobile City Council to vacate a portion of the public right-of-way, Ellis Avenue, located in Mobile, Mobile County, Alabama and in the middle of property which has been purchased from the City of Mobile by AHGC. The portion of Ellis Avenue which AHGC is requesting to be vacated is legally described as follows:

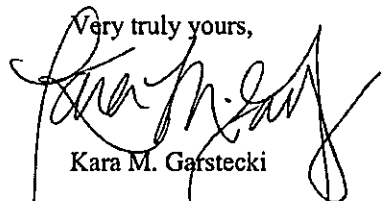
Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.



I have also enclosed a survey showing the location of the portion of Ellis Avenue which AHGC would like to have vacated. It has never been paved or utilized as a public right-of-way. Pursuant to Section 57-17(5) of the Alabama Code:

(5) The person(s) submitting the petition, or their designee, shall be responsible for notifying in writing all utility companies (including but not limited to Mobile Area Water and Sewer System, Alabama Power, Spire, AT&T, and Comcast Cable), and any other person or entity that has any easement or right-of-way that would be affected by the proposed vacation, of the proposed request for vacation. Such notification shall contain a request that the utility or other easement or right-of-way holder consent in writing to the vacation, or submit written objection thereto. Such written responses from the utilities or other easement or right-of-way holders shall be provided to the city clerk at the time that the written petition is submitted.

I would appreciate your response of consent or objection to this request at your earliest convenience. Please contact me if you have any questions or would like to discuss this request further.

Very truly yours,

Kara M. Garstecki

KMG

cc: Terry Harbin (via e-mail)

Street Vacation - Ellis Ave.

281 Rickarby St.
Mobile AL, 36602
Parcel#291024261011000
Legal#02292
Current dimensions of record #103072631, 12/18/2023

Current Title Holder
Affordable Homes Gulf Coast II, LLC
9140 Heddingham Ct.
Mobile, AL, 36605

Site Data:
Zoning: B-4 (suburban) City of Mobile
Number of lots - 22
Total Acreage - 4.226 ac. (18406.175 sq ft.)
Minimum Lot Area (required) - 6000 sq ft.
Minimum Lot Area (measured) - 6416.663 sq ft.
Linear feet to street - 677.87
Building setbacks:
Front - 15'
Rear - 8'
Side - 5'
Utility Easement - 10' front lines, 5' exterior side lines
Watercourse - Dog River

Record Deed Affordable Home Gulf Coast II LLC
Instrument#2910272631

Beginning at a point on the west side of Houston Street 442.3 feet north from the Northwest intersection of Houston and LaSalle Streets, and running thence south 89 degrees and 12 minutes west 295.5 feet; thence south 40 minutes east 278.7 feet; thence north 89 degrees and 50 minutes east 244.2 feet to the east line of Houston Street; and thence north one degree and 28 minutes west along the west line of Houston Street 382.3 feet to the starting point.
Also, starting at that point, which is 50 feet south 89 degrees and 12 minutes West from the southwest corner of the parcel of land last above described and running thence south 89 degrees and 12 minutes West 350 feet to the east line of Rickarby Street; thence south 40 minutes east along the east line of Rickarby Street 275 feet; thence north 89 degrees and 50 minutes east 330 feet; and thence north 40 minutes west 278.6 feet to the starting point.

SURVEYOR'S CERTIFICATE:
I, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief, this 19th day of June, 2024.

Reese Hargel
Reese Hargel
AL PLS#0196-S



Addition or deletion to survey drawings by any other person(s) than the signing party or parties is prohibited without written consent of the signing party or parties.

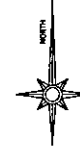
Relative Error of Closure
Suburban
1/7,500' ± 20" X request of # of angles
The Scale of Drawings for this survey is Alabama State Plane
Grid (West Zone) determined by GNSS observations

Drawn by	DATE	BY	DATE	BY	DATE
Surveyor	06/19/2024	Surveyor	06/19/2024	Surveyor	06/19/2024
Checker	06/19/2024	Checker	06/19/2024	Checker	06/19/2024
Locator	06/19/2024	Locator	06/19/2024	Locator	06/19/2024
Recorder	06/19/2024	Recorder	06/19/2024	Recorder	06/19/2024

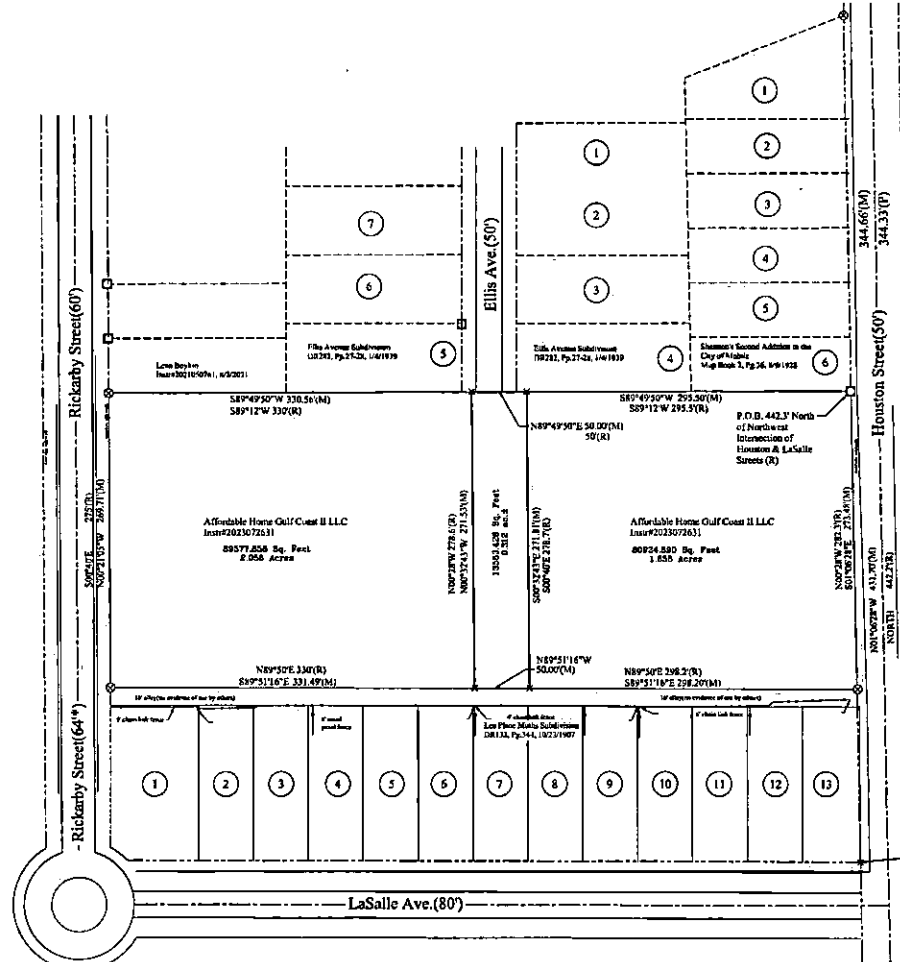
Area of Interest (Vacation of right of way for Ellis Ave.)

Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

Together with and subject to all rights of way, covenants, easements and restrictions of record.



- LEGEND**
- = REBAR SET (1/2" X 18" CAPPED MARKED BMS 40196-S) flush
 - ⊗ = REBAR FOUND (1/2" MARKED POLYSURV)
 - = 1" OD IRON PINCH PIPE FOUND
 - x = SURVEY POINT, NO MONUMENT
 - M = MEASURED DIMENSION
 - P = PLATTED DIMENSION
 - R = RECORD DEED DIMENSION
 - = FENCE LINE FOUND
 - - - - - = APPROXIMATE CENTERLINE
 - - - - - = APPARENT RIGHT-OF-WAY
 - = BOUNDARY LINE



FLOOD CERTIFICATE:
THIS PROPERTY LIES WITHIN AN AREA OF MINIMAL FLOOD HAZARD FLOOD ZONE "X" AS SHOWN AND DESIGNATED ON FEMA FIRM, MOBILE COUNTY, ALABAMA, MAP#10107CD76L, COMMUNITY#01500, MAP EFFECTIVE DATE 6/5/2020



AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

July 30, 2024

Kara Garstecki
KMG Law
206 Carmel Dr E
Mobile AL 36608

Dear Mrs. Garstecki,

This letter is written in response to your letter of July 25, 2024 wherein a request is made of AT&T for consent to the vacation of a portion of Ellis Av, as described in the attached survey of June 19, 2024. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-406-0123 if any additional information is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Sadler".

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

7/31/2024

VIA ELECTRONIC MAIL

Attn: Kara M. Garstecki
Affordable Homes Gulf Coast, LLC c/o KMG Law
206 Carnell Dr. E.
Mobile, AL 36608

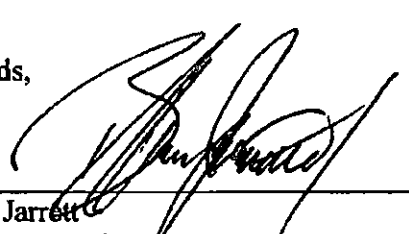
RE: Consent Requirement for Street Vacation- Ellis Avenue, Mobile, AL

Dear Ms. Garstecki,

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Should you require additional information, please contact me at 251-377-2271 or via email at bjarrett@southernco.com.

Regards,



Blake Jarrett
Corporate Real Estate
Land Acquisition

/Enclosures

3248 Springhill Ave.
Mobile, Al. 36607
251-665-6635 Office
251-348-2234 Cell

.....



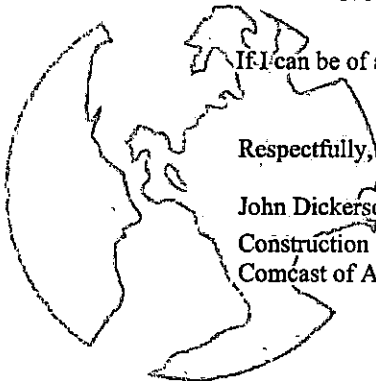
July 31, 2024

Kara M. Garstecki
206 Carmel Drive E
Mobile, Alabama 36608

Dear Mrs. Kara

In response to your letter dated July 19, 2024, concerning the street vacation of Ellis Avenue
Located on the Affordable Homes Gulf Coast II, LLC property. As shown on the attached survey,
Comcast Cable Communications does not have need of this easement and consents to same.

If I can be of any additional service, please feel free to give me a call at 251-348-2234



Respectfully,
John Dickerson
Construction Specialist II
Comcast of Alabama



.....



July 26, 2024

Mr. Terry H. Harbin
9140 Wallcross Court
Mobile, AL 36695

RE: Request to Vacate the projected southern portion of Ellis Avenue
Lying within the former Mobile County School Board property.
(Woodcock Elementary) Parcel #R022910282001011.000 Section 28, T4S-R1W

Dear Mr. Harbin:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-of-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System,

A handwritten signature in black ink, appearing to read "Daryl B. Russell".

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree



Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

August 1, 2024

KMG Law Group
206 Carmel Drive E
Mobile, AL 36608

Re: Kara M. Garstecki

Vacation: Street Vacation – Ellis Avenue, Mobile, Alabama

KMG Law Group,

In response to Kara M. Garstecki letter dated July 19, 2024 relative to the above referenced Street Vacation – Ellis Avenue.

Please be advised that Spire Alabama Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,



Alex Sammet (Aug 5, 2024 08:34 CDT)
Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF: DRC
cc: Kara M. Garstecki

Engineering Approval: 

RJ

Systems Planning Approval: 

WM

EXHIBIT B GIS MAP

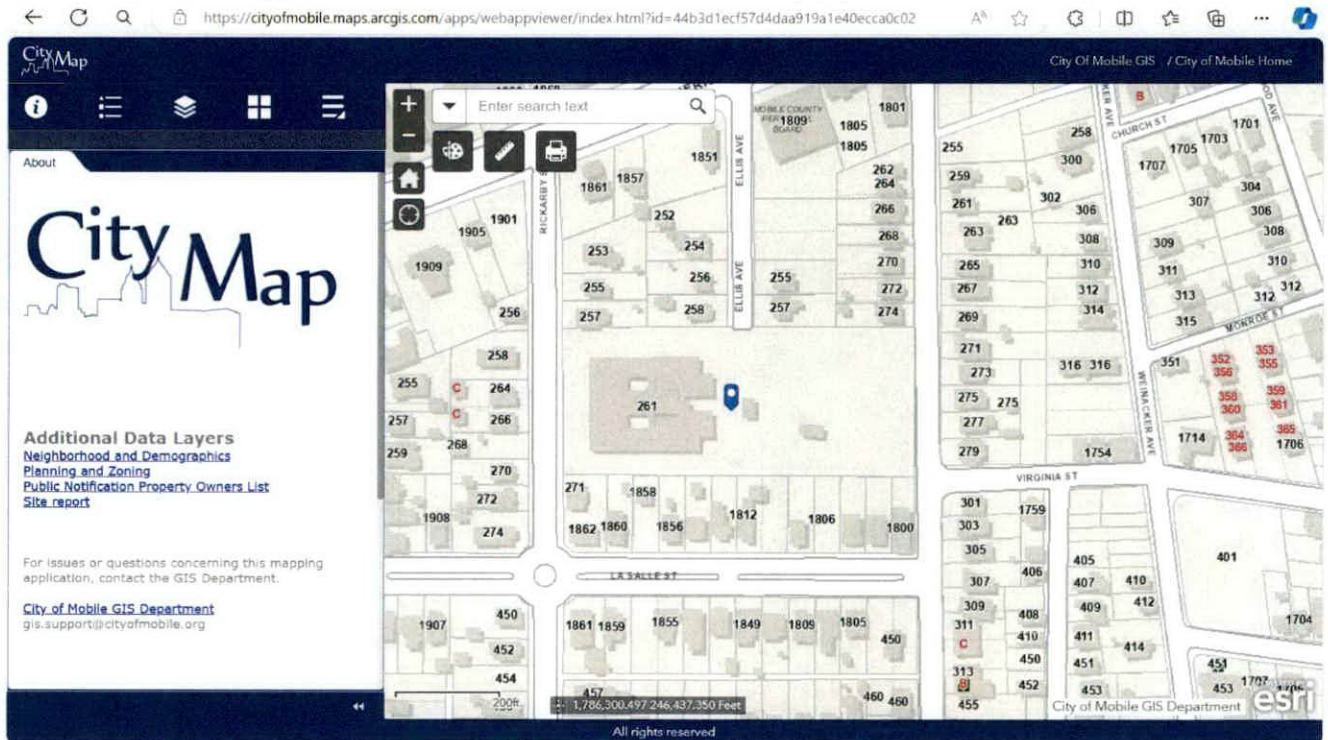


EXHIBIT C
AERIAL PHOTO

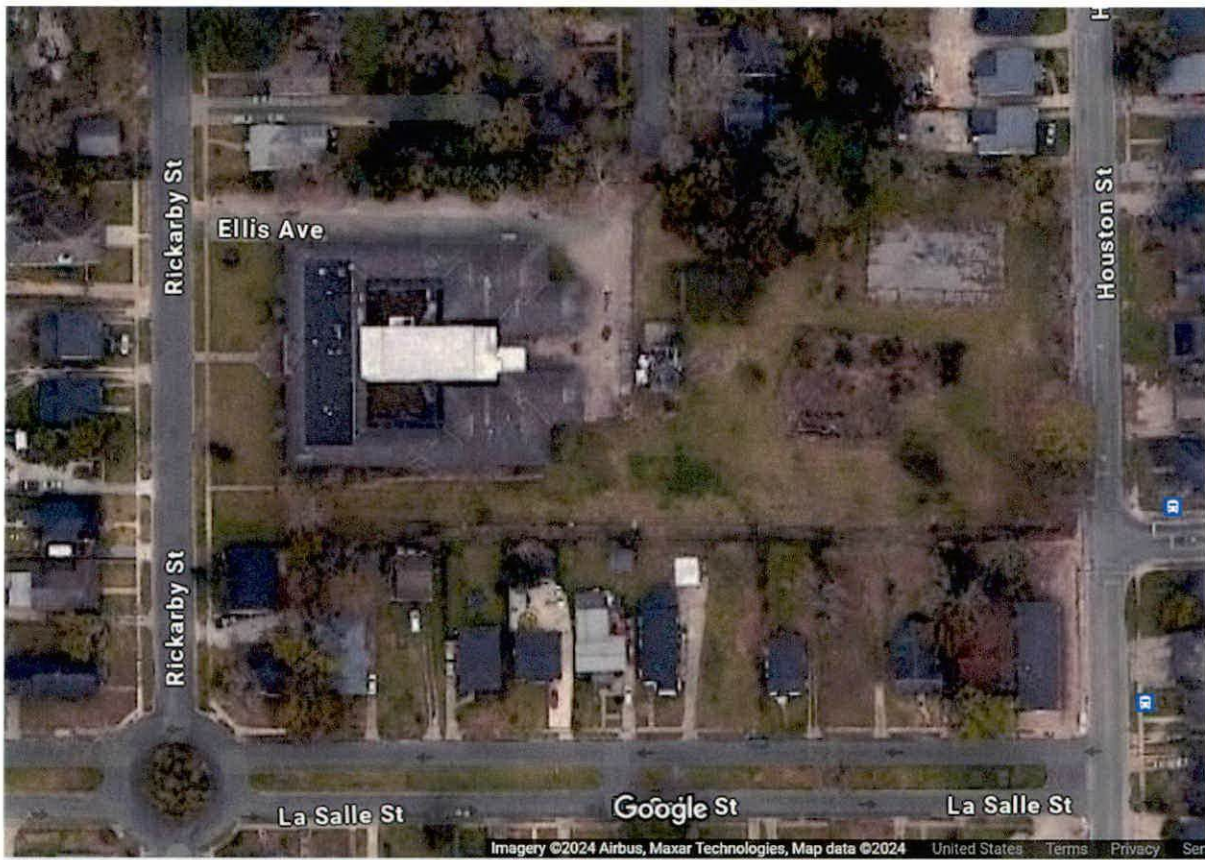


EXHIBIT B

SURVEY

[SURVEY TO BE INSERTED]



- A petition for vacation (containing notarized signatures of all abutting property owners).
- Correct legal description of the area sought to be vacated. This is included as part of the Petition application we completed. Do you need a separate document? - **No**
- A plat or survey that shows everything detailed on the attached. This is included as part of the Petition application we completed. Do you need a separate document? - **No**
- Current year fair market unimproved value as determined by the Mobile County Revenue Commissioner. This is included as part of the Petition application we completed. Do you need a separate document? - **No**
- W&U23 • A traffic impact study if required (requirements for this are explained on the attached). It is our understanding that this requirement was waived. – **The City's Traffic Eng. Dept. is the only department I am aware that can waive this requirement.**
- Please see "(e)" on the attached if the request is for a City maintained paved street or public way open to traffic. This is N/A, it is not paved or open to traffic. **Ok.**
- 3 sets of printed adhesive labels containing the names & addresses of the owner(s) of any abutting land. Terry Harbin of AHGC II owns all of the abutting land and is the applicant as well. Do you still need these? **Yes**
- An original declaration of vacation signed by all abutting land owners. Do you have a form or example you can send over? **Example attached.**
- A proposed Council resolution assenting to the proposed vacation. Do you have a form or example you can send over? **Example attached.**
- Letters from all utility companies. We have included these. **It's my understanding that Mr. Harbin will provide these.**
- A \$100 application fee paid by cash, check, or money order made payable to the City of Mobile. We will include a check for this amount. **Thank you.**

2 Attachments • Scanned by Gmail

Printing Tips	Conseils d'impression	Consejos de Impresión
1 Go to avery.com/templates	1 Allez à avery.ca/gabarits	1 Visita avery.mx/plantillas
2 Design using the template number for this product.	2 Créez en utilisant le numéro de gabarit pour ce produit.	2 Diseña la plantilla utilizando el código del producto.
3 Test print on plain paper.	3 Faites un test d'impression sur du papier ordinaire.	3 Prueba la impresión en un papel normal.
4 Change printer settings to "Labels" and print.	4 Modifier le réglage de l'imprimante à "Étiquettes" et imprimez.	4 Cambia la configuración de la impresora a "labels" o etiquetas e imprime.
Need help? Visit avery.com/help	Besoin d'aide? Visiter avery.ca/aide	¿Necesitas ayuda? Visita avery.com/ayuda



Visit Avery® Now

Scan for access to printing tips, product information, help and more using your smartphone or tablet.

Scannez pour avoir accès aux conseils d'impression, l'informations produit de l'aide et plus à l'aide de votre smartphone ou tablette.

Escanea para acceder a sugerencias de impresión, información de productos, ayuda y mucho más utilizando tu teléfono móvil o tableta.



GENUINE / AUTHENTIQUE / GENUINO

Printing Tips

- 1 | Go to avery.com/templates
- 2 | Design using the template number for this product.
- 3 | Test print on plain paper.
- 4 | Change printer settings to "Labels" and print.

Need help?
Visit avery.com/help

Conseils d'impression

- 1 | Allez à avery.ca/gabarits
- 2 | Créez en utilisant le numéro de gabarit pour ce produit.
- 3 | Faites un test d'impression sur du papier ordinaire.
- 4 | Modifier le réglage de l'imprimante à "Etiquettes" et imprimez.

Besoin d'aide?
Visiter avery.ca/aide

Consejos de Impresión

- 1 | Visita avery.mx/plantillas
- 2 | Diseña la plantilla utilizando el código del producto.
- 3 | Prueba la impresión en un papel normal.
- 4 | Cambia la configuración de la impresora a "labels" o etiquetas e imprime.

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Visit avery.com/help

Conseils d'impression

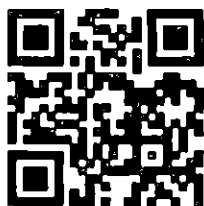
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GENUINE / AUTHENTIQUE / GENUINO

Gauthier, Lana

From: White, Jennifer
Sent: Monday, August 12, 2024 3:45 PM
To: Gauthier, Lana
Subject: RE: Vacation Request - Ellis Avenue

Traffic Engineering does not have an objection.

Jennifer P. White, PE
Traffic Engineering Director
City of Mobile
(251) 208-2960



From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Monday, August 12, 2024 11:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Ellis Avenue

Good morning,

Attached is a vacation request for the vacation of an unused portion of Ellis Avenue.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Morris, Anthony
Sent: Monday, August 12, 2024 3:45 PM
To: Gauthier, Lana; Stout, Carleen; Cink, Joseph; Hoffman, Bert; White, Jennifer; Kern, Chris; Amberger, Nicholas; Penn, D M; Harris, Richard
Subject: RE: Vacation Request - Ellis Avenue

Engineering does not have an objection of a vacation request for unused portion of Ellis Avenue.

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Monday, August 12, 2024 11:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Ellis Avenue

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Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, August 13, 2024 1:42 PM
To: Terry Harbin
Subject: Ellis Ave. Vacation Request
Attachments: PZ response_Ellis Ave.pdf

Good afternoon,

Please see the attached memo from the City's Planning & Zoning department regarding your request for a portion of Ellis Avenue.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

August 13, 2024

To: Lana Pafenbach

C: File
Planning & Zoning

From: Bert Hoffman

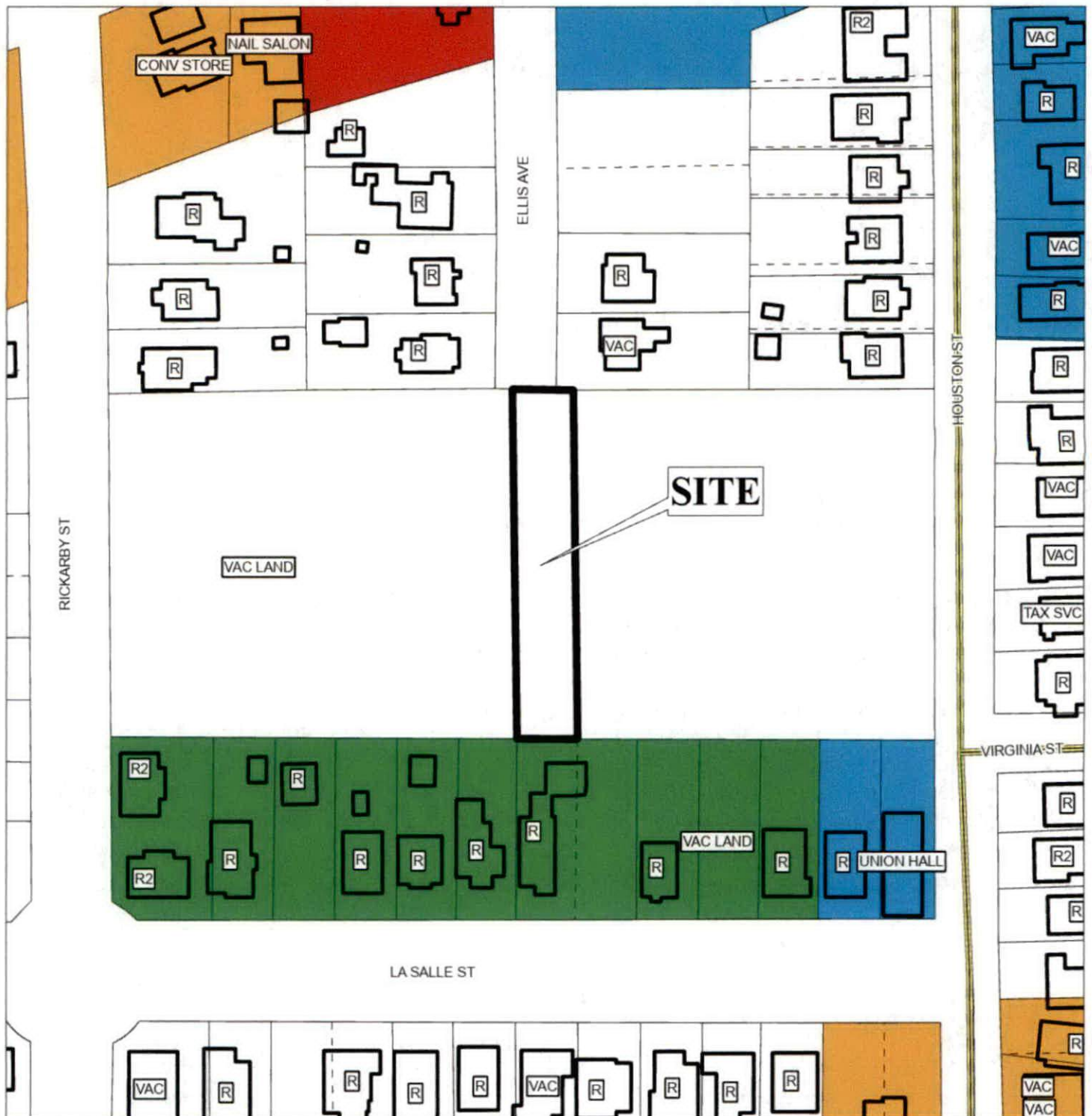
Re: Vacation of a portion of Ellis Avenue

The proposed vacation request is for an approximately 50-foot wide by 271-foot long segment of Ellis Avenue, extending South from Ellis Avenue. This segment of Ellis Avenue bisects the Woodcock Elementary School site and was never improved for vehicular access.

The Planning and Zoning Department has no objection to the vacation of the street right-of-way.

A 22-lot subdivision of the Woodcock Elementary School site was approved by the Planning Commission at its July 18, 2024 meeting, allowing for new single-family residential development of the property. The vacation process should be completed prior to the recording of the Final Plat.

ROW VACATION REQUEST



DATE August 13, 2024

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	



Gauthier, Lana

From: Hoffman, Bert
Sent: Tuesday, August 13, 2024 10:20 AM
To: Gauthier, Lana
Subject: RE: Vacation Request - Ellis Avenue
Attachments: 2024-08-13_PZ-MEMO_Ellis-Ave_request.pdf

Planning & Zoning comments attached.

No objection.

Bert Hoffman

Long Range Planning

BUILD MOBILE

hoffmanb@cityofmobile.org

(251) 208-5895

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Monday, August 12, 2024 11:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Ellis Avenue

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Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Cink, Joseph
Sent: Tuesday, August 13, 2024 9:04 AM
To: Gauthier, Lana
Subject: Re: Vacation Request - Ellis Avenue

Lana,

Fire has no objections to this vacation.

Respectfully,



Joseph "Victor" Cink, Inspector
Mobile Fire-Rescue Department
Community Risk Reduction
2851 Old Shell Rd. Mobile, AL 36607
Cell: (251) 406-4806
Office: (251) 208-5801
Email: joseph.cink@cityofmobile.org

From: Morris, Anthony <anthony.morris@cityofmobile.org>
Sent: Monday, August 12, 2024 3:44 PM
To: Gauthier, Lana <lane.gauthier@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: RE: Vacation Request - Ellis Avenue

Engineering does not have an objection of a vacation request for unused portion of Ellis Avenue.

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Monday, August 12, 2024 11:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Ellis Avenue

Good morning,

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Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, August 12, 2024 11:41 AM
To: ~~Anthony Morris (anthony.morris@cityofmobile.org); Carleen Stout~~
~~(carleen.stout@cityofmobile.org); Cink, Joseph; Hoffman, Bert; Jennifer White~~
~~(whitej@cityofmobile.org); Kern, Chris; Nick Amberger~~
(nick.amberger@cityofmobile.org); Penn, D M; Richard Harris (harrisr@cityofmobile.org)
Subject: Vacation Request - Ellis Avenue
Attachments: Ellisa Ave_packet.pdf

Good morning,

Attached is a vacation request for the vacation of an unused portion of Ellis Avenue.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Stout, Carleen
Sent: Friday, August 16, 2024 3:56 PM
To: Gauthier, Lana; Morris, Anthony; Cink, Joseph; Hoffman, Bert; White, Jennifer; Kern, Chris; Amberger, Nicholas; Penn, D M; Harris, Richard
Subject: RE: Vacation Request - Ellis Avenue
Attachments: 0094_001.pdf

Lana – City Real Estate does not have an objection to this vacation. Fee assessment is attached – need to circle up with Jamey Roberts/Ricardo on it....City was the recent seller that might should have known there was a road through the middle of the property;.)))

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Monday, August 12, 2024 11:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Ellis Avenue

Good morning,

Attached is a vacation request for the vacation of an unused portion of Ellis Avenue.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Ellis Avenue Vacation

Adjoining Properties	Tax assessor Fair Unimproved Market Value 2024	Sq. Ft.	TAXABLE VALUE / SF
261 Rickarby Street, Key No. 922292	\$145,100.00	89,578	\$1.62
261 Rickarby Street, Key No. 922292	\$145,100.00	80,925	\$1.79
258 Ellis Ave, Key No. 922452	\$8,000.00	10,000	\$0.08
257 Ellis Ave, Key No. 922461	\$8,000.00	6,400	\$1.25
1812 LaSalle St, Key No. 922354	\$12,000.00	20,164	\$0.59
1814 LaSalle St, Key No. 922363	\$8,000.00	14,910	\$0.54
Totals			\$5.87

Average

\$0.97

\$.97/ SF AVERAGE x 13,583 SF TO BE VACATED)= \$13,175.51 Real Estate Department Assessment.

*Per GIS and tax assessor, subject property is 1 Tract of land. Fair market value is \$290,200 for entire Tract.



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PARCEL #: 29 10 28 2 001 027.XXX	[111-E+]	Baths: 1.0	H/C Sqft: 1,574
OWNER: MILLS FELECIA	BON AIR/RICKARBY	Bed Rooms: 3	Land Sch: UN/05
ADDRESS: 258 ELLIS AVE MOBILE AL 36606	Land: 8,000	Imp: 67,800	Total: 75,800
LOCATION: 258 ELLIS AVE MO	Acres: 0.000	Sales Info: 01/22/2009 \$101,125	

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Tax Year : 2024 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	H1	DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	2010
SCHOOL DIST:	2	EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00		

CLASS USE:		TAX SALE:	
FOREST ACRES:	0	BOE VALUE:	\$0.00
PREV YEAR VALUE:	\$72,100.00		
KEY #:	922452		

VALUE

LAND VALUE 10%	\$8,000
LAND VALUE 20%	\$0
CURRENT USE VALUE	[DEACTIVATED] \$0

CLASS 2

CLASS 3			
GARAGE WD. FR.	24WFSMN		\$3,600
BLDG 1	111		\$64,200

TOTAL MARKET VALUE [APPR. VALUE: \$75,800]: \$75,800

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
6488-1086	1/22/2009
WD2516-748	7/5/2008
1810-179	7/5/2008
AD3952-188	7/10/1992

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/14/2023	2023	LERETA LLC	\$401.47
11/29/2022	2022	LERETA LLC	\$387.50
11/16/2021	2021	LERETA	\$387.50
11/20/2020	2020	LERETA FOR SERVISOLUTIONS	\$387.50
11/15/2019	2019	SERVISOLUTIONS	\$392.58
11/27/2018	2018	SERVISOLUTIONS	\$384.96
12/5/2017	2017	LERETA	\$374.96
11/17/2016	2016	LERETA	\$386.39
12/8/2015	2015	LERETA	\$340.67
11/17/2014	2014	LERETA	\$352.10
11/13/2013	2013	LERETA	\$363.53
11/14/2012	2012	LERETA LLC	\$374.96
11/14/2011	2011	LPS PROPERTY TAX SOLUTIONS	\$386.39
11/12/2010	2010	CORELOGIC	\$395.28
11/17/2009	2009	FIRST AMERICAN TAX SERVICE	\$947.42
1/21/2009	2008	T AN T INVESTMENTS LLC	\$947.42
	2007	CHECK	\$367.34
	2006	CHECK	\$274.63
	2005	VISA	\$274.63
	2004	CHECK	\$274.63
	2003	CHECK	\$256.85
	2002	VISA	\$256.85

QUICK LINKS

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COUNTY MAP

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KIM HASTIE
 Revenue Commissioner
 MOBILE COUNTY
 3925 Michael Blvd Suite G
 MOBILE AL 36607
 (251) 574-8510



- Search
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PARCEL #: 29 10 28 2 001 028.XXX

OWNER: BROWN TODD LONDON

ADDRESS: PO BOX 522 STAPLETON AL 36578-0522

LOCATION: 257 ELLIS AVE MOBILE AL 36606

[111-E+]

BON AIR/RICKARBY

Land: **8,000**

Acres: **0.000**

Baths: **2.0**

Bed Rooms: **0**

Imp: **21,900**

Sales Info: **03/03/2023 \$17,500**

H/C Sqft: **0**

Land Sch: **UN/05**

Total: **29,900**

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Tax Year : 2024

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2

EXEMPT CODE: 14 MO

SCHOOL DIST: 2

OVR ASD VALUE: \$0.00

CLASS USE: FOREST ACRES: 0

PREV YEAR VALUE: \$29,000.00

KEY #: 922461

OVER 65 CODE: 0

DISABILITY CODE: 0

HS YEAR: 0

EXM OVERRIDE AMT: \$0.00

TAX SALE: BOE VALUE: \$0.00

VALUE

LAND VALUE 10%: \$0

LAND VALUE 20%: \$8,000

CURRENT USE VALUE: [DEACTIVATED] \$0

CLASS 2 BLDG 1: 111 \$21,900

CLASS 3

TOTAL MARKET VALUE [APPR. VALUE: \$29,900]: \$29,900

Assessment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

DEEDS		PAYMENT INFO	
INSTRUMENT NUMBER	DATE	PAY DATE TAX YEAR PAID BY	AMOUNT
2023012328	3/3/2023	3/28/2024 2023 TODD BROWN	\$394.25
2020047865	7/28/2020	12/30/2022 2022 BEVERLY M CRONENBERG	\$368.14
2020047863	5/6/2020	1/3/2022 2021 BEVERLY M CRONENBERG	\$368.14
2020047864	4/7/2020	1/8/2021 2020 BEVERLY CRONENBERG	\$129.74
6866-271	7/27/2011	12/31/2019 2019 BEVERLY CRONENBERG	\$143.42
6746-1592	1/28/2011	1/3/2019 2018 BEVERLY M CRONENBERG	\$143.42
789-769	7/5/2008	1/4/2018 2017 ARTHUR M CRONENBERG JR / BEVERLY M CRONENBERG	\$132.28
		12/29/2016 2016 ARTHUR M CRONENBERG JR	\$140.26
		1/5/2016 2015 ARTHUR M CRONENBERG JR BEVERLY M CRONENBERG	\$136.36
		1/26/2015 2014 ARTHUR M OR BEVERLY M CRONEBERG JR	\$135.70
		1/9/2014 2013 ARTHUR M. JR. & BEVERLY M. CRONENBERG	\$140.26
		1/9/2013 2012 ARTHUR M CRONINBERG JR OR BEVERLY M	\$143.68
		1/10/2012 2011 ARTHUR JR M AND BEVERLY M CRONEBERG	\$136.84
		2/1/2011 2010 TITLE GUARANTEE AND ABSRACT CO. OF MOBILE	\$274.91
		1/21/2010 2009 ARTHUR M JR OR BEVERLY M CRONEBERG	\$280.25
		1/30/2009 2008 CROENBERG,ARTHUR M JR. OR BEVERLY M	\$281.06
		2007 VISA	\$312.10
		2006 VISA	\$250.25
		2005 CHECK	\$232.48
		2004 VISA	\$237.80
		2003 CASH	\$230.21
		2002 CHECK	\$230.87

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE, AL 36609
(251) 574 3530



- Search
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PARCEL #: 29 10 28 2 001 017.XXX
OWNER: LAW BERRY JR & MARY
ADDRESS: 1812 LA SALLE ST MOBILE AL 36606-4311
LOCATION: 1812 LA SALLE ST MOBILE AL 36606-4311

[111-E+]
BON AIR/RICKARBY
Land: **12,000**
Acres: **0.000**

Baths: **1.0**
Bed Rooms: **0**
Imp: **43,500**
Sales Info: **12/01/1972 \$0**

H/C Sqft: **1,378**
Land Sch: **UN/05**
Total: **55,500**

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Tax Year: 2024

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SUMMARY

LAND

IMPROVEMENTS

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SUMMARY

ASSESSMENT				VALUE			
PROPERTY CLASS:	2	OVER 65 CODE:		LAND VALUE 10%			\$0
EXEMPT CODE:		DISABILITY CODE:		LAND VALUE 20%			\$12,000
MUN CODE:	14 MO	HS YEAR:	0	CURRENT USE VALUE	[DEACTIVATED]		\$0
SCHOOL DIST:	02	EXM OVERRIDE AMT:	\$0.00	CLASS 2			
OVR ASD VALUE:	\$0.00						
CLASS USE:				"PAVING CONCRET	34PCR04		\$1,300
FOREST ACRES:	0	TAX SALE:		CARPORT METAL P	25MPFNA		\$3,200
PREV YEAR VALUE:	\$52,800.00	BOE VALUE:	\$0.00	BLDG 1	111		\$39,000
KEY #:	922354	CLASS 3					
				TOTAL MARKET VALUE [APPR. VALUE: \$55,500]:			
				\$55,500			
				Assesment Override: _____			
				MARKET VALUE:			
				CU VALUE:			
				PENALTY:			
				ASSESSED VALUE:			

DEEDS		PAYMENT INFO			
INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
1202-796	7/5/2008	12/4/2023	2023	BERRY LAW JR	\$680.56
		12/27/2022	2022	RUBY LAW	\$662.78
		12/30/2021	2021	RUBY A LAW	\$662.78
		12/17/2020	2020	RUBY A LAW	\$662.78
		12/30/2019	2019	RUBY A LAW	\$679.29
		12/27/2018	2018	RUBY LAW	\$679.29
		12/28/2017	2017	MARY LAW	\$669.29
		12/9/2016	2016	RUBY LAW	\$688.34
		11/16/2015	2015	RUBY LAN	\$582.93
			2014		\$0.00
			2013		\$0.00
			2012		\$0.00
			2011		\$0.00
			2010		\$0.00
			2009		\$0.00
			2008		\$0.00

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE AL 36609
(251) 574-8930



- Search
- Pay Tax
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PARCEL #: 29 10 28 2 001 018.XXX

OWNER: EK REAL ESTATE FUND I LLC

ADDRESS: 111 W 33RD ST #1901 NEW YORK NY 1012..

LOCATION: 1814 LA SALLE ST MOBILE AL 36606-4311

[111-DO]

BON AIR/RICKARBY

Land: **8,000**

Acres: **0.000**

Baths: **2.0**

Bed Rooms: **3**

Imp: **128,600**

Sales Info: **10/12/2022 \$135,000**

H/C Sqft: **1,966**

Land Sch: **UN/05**

Total: **136,600**

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE, AL 36609
(251) 574-8530

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:

EXEMPT CODE: DISABILITY CODE:

MUN CODE: 14 MO HS YEAR: 0

SCHOOL DIST: 02 EXM OVERRIDE AMT: \$0.00

OVR ASD VALUE: \$0.00

CLASS USE:

FOREST ACRES: 0 TAX SALE:

PREV YEAR VALUE: \$87,100.00 BOE VALUE: \$0.00

KEY #: 922363

VALUE

LAND VALUE 10% \$0

LAND VALUE 20% \$8,000

CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

UTILITY WOOD OR 26WDCCCL \$2,600

BLDG 1 111 \$126,000

CLASS 3

TOTAL MARKET VALUE [APPR. VALUE: \$136,600]: \$136,600

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2022066486	10/12/2022
7233-1941	4/22/2010
2022064350	4/16/2010
WD3162-487	7/5/2008
VL3195-625	7/5/2008
589-98	7/5/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/20/2023	2023	CORELOGIC	\$1,116.17
10/24/2022	2022	CLEAREDGE TITLE INC	\$477.67
1/7/2022	2021	ARNETTA L TAYLOR	\$272.31
3/8/2021	2020	BEVERLY THOMAS	\$277.58
1/21/2020	2019	BEVERLY THOMAS	\$283.77
2/11/2019	2018	BEVERLY THOMAS	\$291.65
2/27/2018	2017	BEVERLY THOMAS	\$298.00
12/30/2016	2016	BEVERLY THOMAS & ARNETTA TAYLOR	\$284.48
1/28/2016	2015	BEVERLY THOMAS	\$944.49
3/20/2015	2014	TAYLOR ARNETTA	\$1,016.93
3/5/2014	2013	BEVERLY THOMAS	\$1,034.07
2/4/2013	2012	BEVERLY THOMAS	\$1,076.38
1/3/2012	2011	THOMAS BEVELY	\$930.91
3/14/2011	2010	RICHETTA B DIXON	\$1,007.28
3/8/2010	2009	RICHETTA DIXON	\$1,027.66
2/16/2009	2008	LAKEISHA BRYANT	\$962.06
	2007	CHECK	\$908.45
	2006	CHECK	\$829.54
	2005	CASH	\$835.35
	2004	CHECK	\$784.86
	2003	CHECK	\$796.29
	2002	CHECK	\$775.38



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PARCEL #:	29 10 28 2 001 011.XXX	[720-D0]	Baths: 1.0	H/C Sqft: 0
OWNER:	CITY OF MOBILE C/O AFFORDABLE HOME GU..	MUNI 14 MOBILE PROPER	Bed Rooms: 0	Land Sch: MT/51
ADDRESS:	9140 BELLINGHAM CT MOBILE AL 36695-5..	Land: 290,200	Imp: 2,476,600	Total: 2,766,800
LOCATION:	261 RICKARBY ST MOBILE AL 36606-4331	Acres: 4.280	Sales Info: 12/11/2023	\$2,506,640

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Tax Year : 2024 ▼

SUMMARY MAP BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT			VALUE		
PROPERTY CLASS:	2	OVER 65 CODE:	LAND VALUE 10%		\$0
EXEMPT CODE:	OTH	DISABILITY CODE:	LAND VALUE 20%		\$290,200
MUN CODE:	14 MO	HS YEAR:	CURRENT USE VALUE	[DEACTIVATED]	\$0
SCHOOL DIST:	2	EXM OVERRIDE AMT:			
OVR ASD VALUE:	\$0.00				
CLASS USE:			CLASS 2		
FOREST ACRES:	0	TAX SALE:	"PAVING CONCRET	34PCR04	\$13,700
PREV YEAR VALUE:	\$2,308,400.00	BOE VALUE:	FENCE CHAIN LIN	33CL096	\$6,600
KEY #:	922292		"PAVING ASPHALT	34PASP4	\$53,700
			GREENHOUSE WOOD/	30GW10K	\$3,700
			OTHER BLDG		\$2,398,900
			CLASS 3		
			TOTAL MARKET VALUE [APPR. VALUE: \$2,766,800]:		\$2,766,800
			Assesment Override:		
			MARKET VALUE:		
			CU VALUE:		
			PENALTY:		
			ASSESSED VALUE:		

DEEDS

INSTRUMENT NUMBER	DATE
2023072631	12/11/2023
2023054684	8/31/2023
6714-1157	10/4/2010
0-0	7/5/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2023		\$0.00
	2022		\$0.00
	2021		\$0.00
	2020		\$0.00
	2019		\$0.00
	2018		\$0.00
	2017		\$0.00
	2016		\$0.00
	2015		\$0.00
	2014		\$0.00
	2013		\$0.00
	2012		\$0.00
	2011		\$0.00
	2010		\$0.00
	2009		\$0.00
	2008		\$0.00

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COUNTY MAP

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE AL 36609
(251) 574-8530



STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION FOR VACATION OF RIGHT-OF-WAY
PURSUANT TO CODE OF ALABAMA § 23-4-20**

WHEREAS AFFORDABLE HOMES GULF COAST II, LLC, constitutes all of the abutting landowners surrounding an unused portion of the Ellis Avenue right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Part of Section Twenty-Eight (28), Township Three (3) South, Range One (1) West, Mobile County, Alabama, more particularly described as follows: Beginning at a point 431.70 feet North 01 Degrees 06 Minutes 28 Seconds West and 295.50 feet South 89 Degrees 49 Minutes 50 Seconds West of the Northwest intersection of the rights of way for Houston and LaSalle Streets as known and designated in the City of Mobile, Alabama; THENCE South 00 Degrees 32 Minutes 43 Seconds East 271.81 feet; THENCE North 89 Degrees 51 Minutes 16 Seconds West 50.00 feet; THENCE North 00 Degrees 32 Minutes 43 Seconds West 271.53 feet; THENCE North 89 Degrees 49 Minutes 50 Seconds East 50.00 feet to the place of beginning, containing 0.312 acres, (13583.426 sq.ft.), more or less.

Together with and subject to all rights of way, covenants, easements and restrictions of record.

WHEREAS, a survey of said right-of-way is attached hereto as Exhibit A, a GIS map of said right-of-way is attached hereto as Exhibit B, and an aerial photo of said right of way is attached hereto as Exhibit C; and,

WHEREAS, said right-of-way is located solely within the City of Mobile; and,

AND, WHEREAS, the above described area has never been paved and/or utilized as a right-of-way, is not needed as a right-of-way for any public purpose and the vacation of same is in the public interest; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows:

13,583.426 square feet – area to be vacated

1 abutting tract (PARCEL #: 29 10 28 2 001 011.XXX):

89,577.858 square feet – west of area to be vacated

80,924.890 square feet – east of area to be vacated