



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, October 15, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Tony Legear, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

October 9, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Nakita Millsap for a waiver of the Noise Ordinance at 540 Texas Street on

November 1, 2024, from 7:00 a.m. - 3:00 p.m. (District 2).

Request of Ryne Murph for a waiver of the Noise Ordinance at The Kenndey-Cox House on December 31, 2024, from 9:00 p.m. - 1:00 a.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 373 Fredonia Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 159 Union Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1302 Flicker Court a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1551 Navco Road a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 5661 Hunter Street a public nuisance and order it demolished (District 4).

Public hearing to fix costs for demolition of the structure at 1859 Jones Avenue; \$3,200.00 (District 1).

Public hearing to fix costs for demolition of the structure at 952 Minor Street; \$3,500.00 (District 1).

Public hearing to fix costs for demolition of the structure at 2150 Pleasant Avenue; \$3,200.00 (District 1).

Public hearing to fix costs for demolition of the structure at 2434 Redmond Street; \$2,250.00 (District 1).

Public hearing to fix costs for demolition of the structure at 360 W. Highland Avenue; \$2,199.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1508 Lemon Street; \$2,484.00 (District 2).

Public hearing to consider the application of Care Ride Transport, LLC to operate a sedan service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Melissa Gates - To speak about the progress in removing the inappropriate books minors can access in the library.

Reggie Hill - Civic Center, contracts/inventory list, ARP, affordable housing, claims, and municipal voting precincts.

Apostle Valenia Green - Abuse and neglect in the community towards the poor and disabled.

12. RESOLUTIONS HELD OVER

08-955 Approve bid for promotional items (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-956 Approve purchase order to Alabama Poolworks, LLC for pool chemicals for Parks Dept.; \$77,291.88 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-957 Approve purchase order to Dana Safety Supply, Inc. for transporting of vehicles to Municipal Garage; \$28,925.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-958 Approve purchase order to Meltwater News US, Inc. for subscription to social media management and broadcast data monitoring services for Communications Dept.; \$28,880.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-959 Approve purchase order to Nexgen Asset Management for consulting services for implementation of software; \$26,880.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

23-960 Accept Right-of-Way Deed for a public road, Spring Hill Ct. Retaining Wall Improvements (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Eng. & Infrastructure, and Carleen Stout-Clark, REAM).

25-961 Accept the Release of Permanent Sewer Easement from, and grant a Permanent Sewer Easement to, the Board of Water and Sewer Commissioners (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Eng. & Infrastructure, and Carleen Stout-Clark, REAM).

47-962 Consider assenting to the vacation of a portion of right-of-way located on Ellis Avenue (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

47-963 Waive the fee for the vacation of a portion of right-of-way located on Ellis Avenue (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

60-964 Authorize Settlement Agreement and Release of Claims; Abston (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. CONSENT RESOLUTIONS BEING INTRODUCED

37-969 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Glenwood Yacht Club; 2100 Airport Boulevard (sponsored by Councilmember Penn).

40-970 Declare the structure at 373 Fredonia Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-971 Declare the structure at 159 Union Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-972 Declare the structure at 1302 Flicker Court a public nuisance and order it demolished (sponsored by Councilmember Small).

40-973 Declare the structure at 1551 Navco Road a public nuisance and order it demolished (sponsored by Councilmember Small).

40-974 Declare the structure at 5661 Hunter Street a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-975 Fix costs for demolition of the structure at 1859 Jones Avenue (sponsored by Councilmember Penn).

40-976 Fix costs for demolition of the structure at 952 Minor Street (sponsored by Councilmember Penn).

40-977 Fix costs for demolition of the structure at 2150 Pleasant Avenue (sponsored by Councilmember Penn).

40-978 Fix costs for demolition of the structure at 2434 Redmond Street (sponsored

by Councilmember Penn).

40-979 Fix costs for demolition of the structure at 360 W. Highland Avenue (sponsored by Councilmember Carroll).

40-980 Fix costs for demolition of the structure at 1508 Lemon Street (sponsored by Councilmember Carroll).

58-981 Authorize removal of weeds, Group #1660.

58-982 Assess costs for removal of weeds; Repeat Weed Lien Group 78.

60-983 Approve award of special bonus to the Public Works Employee of the Month; Lucy Stokes (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

60-984 Approve award of special bonus to the Firefighters of the Month; Westerfield & Ching (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, MFRD).

60-985 Approve award of special bonus to the Officer of the Month; King (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

46-1000 Honorarily re-name Ivis Avenue to "Mr. & Mrs. Eddie Hines, Sr. Way" (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

14. RESOLUTIONS BEING INTRODUCED

01-986 Authorize Purchase and Sale Agreement with The Newark Group, Inc. for land on Poplar Street for the Mobile Greenway Initiative Segment 5 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Jennifer Greene, PPM and Carleen Stout-Clark, REAM).

01-987 Authorize agreement with Ransom Cleaning Service, LLC for softwash of History Museum of Mobile, Gulf Coast Exploreum, and Telecommunications Building; \$27,600.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM).

01-988 Authorize amendment to agreement with McElhenney Construction, LLC for 2024 Annual Storm Drain Maintenance; increase \$1,217,650.54; (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

08-989 Approve purchase order to Gulf States Distributors for rifle ammunition for MPD; \$19,845.00 (sponsored by Mayor Stimpson) (submitted by John Paine,

Purchasing Dept.).

08-990 Approve purchase order to Precision Delta Corp. for Winchester ammunition for MPD; \$102,249.54 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-991 Authorize contract with Georgiana Patrasc to provide tennis lessons for Parks & Recreation Dept.; NTE \$80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

21-992 Authorize contract with Tyler Schofield to provide racquet stringer services for Parks & Recreation Dept.; NTE \$80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

37-993 Consider the application of Care Ride Transport, LLC to operate a sedan service (submitted by Lisa C. Lambert, City Clerk).

60-994 Authorize Settlement Agreement and Release of Claims; Alexander (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-995 Authorize Settlement Agreement and Release of Claims; Al Sheikh (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-996 Authorize Settlement Agreement and Release of Claims; Cobb (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-997 Authorize Settlement Agreement and Release of Claims; Jones (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-999 Authorize Purchase and Sale Agreement with One Water, LLC for property located at 10 N. Water Street (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. CALL FOR PUBLIC HEARINGS

41-998 Call for public hearing to consider rezoning property located at 2301 McFarland Road from R-1 to R-3 (scheduled for November 19, 2024) (District 6).

16. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-348-0214

Organization (if applicable) US Army Corps of Engineers - Mobile District

Mailing Address of Applicant PO 2288, Mobile, AL 36628

Telephone No. 251-348-0214 E-mail address nakita.s.millsap@usace.army.mil

Location or address of event where amplification will be used:

540 Texas Street, Mobile, AL 36602

Date of Event: 11/1/24 Starting Time: 7:00 am Ending Time 3:00 pm

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

Type of Event: Company Picnic

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

CITY CLERK'S OFFICE

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

MOBILE, AL

Handwritten initials: D2

FR, OCT 4, PM2:09 RCVD



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Ryne Murph

PLEASE PRINT ALL INFORMATION

Home Phone Number: NA Cell Number: 2514553731

Organization (if applicable) Mystics of Time Mardi Gras Society

Mailing Address of Applicant PO Box 1087, Mobile, AL 36633

Telephone No. 2514553731 E-mail address rynemurph@yahoo.com

Location or address of event where amplification will be used:

The Kennedy-Cox House, 607 Government St, Mobile, AL 36602

Date of Event: 12/31/2024 Starting Time: 0900 PM Ending Time 0100 AM

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

Type of Event: New Year's Eve Event (Please See Attached Addendum)

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

CITY CLERK'S OFFICE

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

MOBILE, AL

FR, OCT 4, AM 11:47 RCVD

02

ADDENDUM TO APPLICATION FOR WAIVER OF NOISE ORDINANCE

The Mystics of Time Mardi Gras Society will conduct its annual New Year's Eve event on Tuesday, December 31st, 2024 from 9:00PM until 01:00AM. The organization plans to have live music inside of their building located at 607 Government Street, which is located on the south side of Government on the corner of Government and Dearborn Streets.

Application is respectfully made for a waiver of the noise ordinance for this New Year's Eve event. Please contact Ryne Murph at 251.455.3731 with any questions.



Outlook

CityofMobile.org: Addressing City Council Submission

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

Date Mon 10/7/2024 6:56 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: 2024-10-15

Address: 1280 Rigby Rd

Email: missytg88@gmail.com

Phone: 2516802613

Subject And Specific Questions: Speaking on the progress in removing the inappropriate books that minors have access to in the library. I also would like to thank the city council in helping with this matter.

Pertain To City Business: City council funds the libraries

Signature: Melissa Gates

Signature Verify: X

Agree: X

Date Submitted: 2024-10-07 06:56:08

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

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 10/15 Agenda
Date: Thursday, October 10, 2024 1:46:07 PM

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

Madam Asst. City Clerk,

Greetings! I hope my email finds you well. This is a formal request to be added to the upcoming Agenda.

I shall address the following:

- * Mobile Civic Center
- * Contracts/Updated Inventory List
- * ARP
- * Public/Affordable Housing
- * Public Safety/Claims
- * Municipal Voting Precincts

Thank you for your attention to this matter and for the work of the City Clerk's Office.

Kindest Regards,

Reginald J. Hill, II - M .Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748





Outlook

CityofMobile.org: Addressing City Council Submission

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

Date Thu 10/10/2024 10:42 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: Apostle Valenia Green

Date To Address Council: 2024-10-15

Address: 603 Delaware St.

Email: valeniagreen@gmail.com

Phone: 2513228540

Subject And Specific Questions: Abuse and Neglect in the Community towards the Poor and Disabled.

Pertain To City Business: The abuse of power and neglect in the community such as: 501Charleston Street, 312 S. Dearborn Street, 602 Charleston Street and the homeless.

Signature: Apostle Valenia Green

Signature Verify: X

Agree: X

Date Submitted: 2024-10-10 10:42:19

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

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn

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

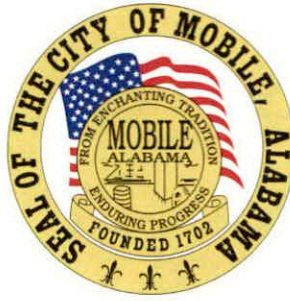
Type of application: Restaurant Retail Liquor License

Submitted by: Cooper Restaurants, Inc.

Location: Glenwood Yacht Club
2100 Airport Boulevard
Mobile, AL 36606

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
10/01/2024	NEW APPLICATION	2024 - 5695	129074	1	October 15, 2024

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

COOPER RESTAURANTS INC

Trade Name (DBA)

GLENWOOD YACHT CLUB

Location Address

2100 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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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
10/01/2024	NEW APPLICATION	2024 - 5695	129074	1	October 15, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

COOPER RESTAURANTS INC

Trade Name (DBA)

GLENWOOD YACHT CLUB

Location Address

2100 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



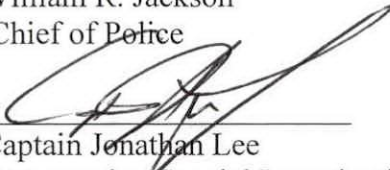
MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: 
Captain Jonathan Lee
Commander, Special Investigation Section

Date: October 11, 2024

Re: Alcoholic Beverage License Application No. 5695
COOPER RESTAURANTS INC
GLENWOOD YACHT CLUB
2100 Airport Blvd
Mobile, AL 36606
David Cooper, owner
Stacie Knight, owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that will be named COOPER RESTAURANTS INC will be conducting business at GLENWOOD YACHT CLUB located on 2100 Airport Blvd. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

OCT 18 2024


CHIEF OF POLICE



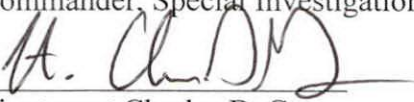
MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Jonathan Lee
Commander, Special Investigation Section

From: 
Lieutenant Charles DeGeer
Commander, Narcotics and Vice Unit

Date: October 11, 2024

Re: Alcoholic Beverage License Application No. 5695
COOPER RESTAURANTS INC
GLENWOOD YACHT CLUB
2100 AIRPORT BLVD
Mobile, AL 36606
David Cooper, owner
Stacie Knight, owner

I have reviewed the attached application submitted to me by CRO April Dunklin. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a business that will be named Glenwood Yacht Club. The City of Mobile Revenue Department advised no taxes need to be paid and their business license is currently being applied for. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department has advised the location has not had a compliance check; therefore, the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.



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 A. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/01/2024	NEW APPLICATION	2024 - 5695	129074	1	October 15, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

COOPER RESTAURANTS INC

Trade Name (DBA)

GLENWOOD YACHT CLUB

Location Address

2100 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36606

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
10/01/2024	NEW APPLICATION	2024 - 5695	129074	1	October 15, 2024

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

COOPER RESTAURANTS INC

Trade Name (DBA)

GLENWOOD YACHT CLUB

Location Address

2100 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36606

Contact Person Information				
Name	Title	POA	Phone	Email
STACIE N KNIGHT	EXEC VP/CFO	NO		STACIE.KNIGHT@COOPERRESTAURAN

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? 11/01/2024

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

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 10/01/2024	Application Type NEW APPLICATION	Application Number 2024 - 5695	License Account # 129074	Council District 1	Council Agenda Date October 15, 2024
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name COOPER RESTAURANTS INC			Trade Name (DBA) GLENWOOD YACHT CLUB		
Business Structure Type CORP - CORPORATION		Incorporation Date 10/29/1997	SOS Entity ID 4518-909	State AL	County MOBILE
Federal Tax ID (FEIN) 63-1186611	Alabama State Sales Tax ID 4900 38305		Business Phone Number (251) 415-7272		
Physical Address (Street Address, Suite #) 2100 AIRPORT BLVD		City MOBILE	State AL	Zip Code 36606	
Mailing Address (Street Address, Suite #, PO Box) PO BOX 1566		City MOBILE	State AL	Zip Code 36633	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name STACIE N KNIGHT	Title EXEC VP/CFO	POA NO	Phone	Email STACIE.KNIGHT@COOPERRESTAURANTS.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name COOPER RESTAURANTS INC			Property Owner Phone Number (251) 415-7272	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 118 NORTH ROYAL STREET STE 801			City MOBILE	State AL	Zip Code 36602
Bldg Square Footage 3,180	Bldg Seating Capacity 125	Restroom Facilities YES	Patio Area NO	Structure Type TWO STORY	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? 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 SNK

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) COOPER, DAVID JONES			Title PRESIDENT / CEO		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?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	COOPER RESTAURANTS INC	FELIX'S FISH CAMP	1530 BATTLESHIP PKWY SPANISH FORT 36527		
	COOPER RESTAURANTS INC	BLUEGILL	3075 BATTLESHIP PKWY SPANISH FORT 36527		
	COOPER RESTAURANTS INC	RUTH'S CHRIS STEAKHOUSE	2058 AIRPORT BLVD MOBILE 36606		
Full Name (Last, First, Middle) KNIGHT, STACIE NADER			Title EXEC VP / CFO		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?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	COOPER RESTAURANTS INC	FELIX'S FISH CAMP	1530 BATTLESHIP PKWY SPANISH FORT 36527		
	COOPER RESTAURANTS INC	BLUEGILL	3075 BATTLESHIP PKWY SPANISH FORT 36527		
	COOPER RESTAURANTS INC	RUTH'S CHRIS STEAKHOUSE	2058 AIRPORT BLVD MOBILE 36606		
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

SNK

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.

SNK

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.

SNK

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.

SNK

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.

SNK

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.

SNK

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.

SNK

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

Stacie N. Knight

Date of Application Signature

10-01-2024

Owner/Applicant/POA Signature

Stacie N. Knight

Title of Person Signing this Application

Exec VP / COO

Sworn to and subscribed before me this 1st day of October 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
REVENUE DEPARTMENT

October 1, 2024



GLENWOOD YACHT CLUB
2100 AIRPORT BLVD
MOBILE, AL 36606 USA
ACCOUNT NUMBER: 129074 TERRITORY 1

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1890059	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

10/01/2024 11:06AM NICKOL H.
042764-0003

BUSINESS LICENSE

COOPER RESTAURANTS INC

129074

2024 Item: 1890059

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

Visa *****4937

Ref=598bfc0b-fa73-4b8a-8216-14a8e48a92ac

Auth=027921

Change due \$0.00

Paid by: KNIGHT/STACIE



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

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:

COOPER RESTAURANTS INC

dba

GLENWOOD YACHT CLUB

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

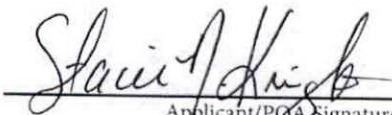
2100 AIRPORT BLVD

, Mobile, Alabama.

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

October 15, 2024 for application number **2024 - 5695**

- 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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240919153532648

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 **County:** \$300.00

Type License:

State: **County:**

Trade Name: GLENWOOD YACHT CLUB

Filing Fee: \$50.00

Applicant: COOPER RESTAURANTS INC

Transfer Fee:

Location Address: 2100 AIRPORT BLVD MOBILE, AL 36606

Mailing Address: P O BOX 1566 MOBILE, AL 36633

County: MOBILE **Tobacco sales:** NO

Tobacco Vending Machines:

Product Type:

Type Ownership: CORPORATION

Book, Page, or Document info: 4518 909

Do you sell Draft Beer?:

Date Incorporated: 10/29/1997 **State incorporated:** AL

County Incorporated: MOBILE

Date of Authority: 10/29/1997

Federal Tax ID: 63-1186611

Alabama State Sales Tax ID: 490038305

Name:	Title:	Date and Place of Birth:	Residence Address:
STACIE NADER KNIGHT	EXECUTIVE VICE PRESIDENT		
DAVID JONES COOPER	PRESIDENT		

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

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

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

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

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

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

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

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

Contact Person: STACIE KNIGHT

Home Phone: 251-656-3887

Business Phone: 251-415-7272

Cell Phone: 251-656-3887

Fax:

E-mail: STACIEKNIGHT@COOPERRESTAURANTS.COM

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: 20240919153532648

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

Name of Property owner/lessor and phone number: COOPER RESTAURANTS INC 251-415-7272

What is lessors primary business? RESTAURANTS

Is lessor involved in any way with the alcoholic beverage business? YES

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? YES

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

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

Building Dimensions Square Footage: 3180

Display Square Footage:

Building seating capacity: 125

Does Licensed premises include a patio area? NO

License Structure: TWO STORY

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: 1

Nearest: 1

Nearest school:

Nearest church:

Nearest residence: 1 blocks

Location is within: CITY LIMITS

Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240919153532648

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 the lessor involved in any way with the alcohol beverage business?: FELIX'S FISH
CAMP BLUEGILL RESTAURANT RUTH CHRIS STEAK HOUSE

Is ther any further interest in, or connection with, the licensee's business by the
lessor?: APPLICANT AND LANDLORD ARE THE SAME



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240919153532648

Initial each

SNK
SNK

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.

SNK

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.

XV

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

SNK

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.

SNK

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.

SNK

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): Stacie N. Knight

Signature of Applicant: Stacie Knight

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:4

NAME:KNIGHT,STACIE NADER

SOC

ABI RESULT:IDENT

CERTIFIED COPY OF ALEA DOCUMENT

SI:-----

09-10-2024 10:38 ALLEA0049

*ATN/TCN051240910102514

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL

*-CIVIL APPLICANT RESPONSE-

REPORT DATE: 09-10-2024

*NAME

STATE ID NO. FBI ID NO.

*KNIGHT,STACIE NADER

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*F W 504 182 BRO BRO

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*

*LAST PAGE ON SID AL02603581

SEQ # 300 MRI # 66601843



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

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



HAL TAYLOR
SECRETARY

September 10, 2024

Dear Mr. Cooper,

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

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

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

Respectfully,

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

XXXXXXXXXXXX STATE ART SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:05

NAME:COOPER.DAVTD JONES

SOC:

ABI RESULT:IDENT

SID

CERTIFIED COPY OF ALEA DOCUMENT

09-10-2024 10:48 ALLEA0049

*ATN/TCN051240910103334

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02299940

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 09-10-2024

*NAME STATE ID NO. FBI ID NO.

*COOPER,DAVID J SR

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M W 510 200 BLU GRY

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*ALIAS NAMES

* COOPER,DAVID JONES JR

* COOPER,DAVID JONES

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*02299940

*LAST PAGE ON SID AL02299940

SEQ # 322 MRI # 66604640

**ARTICLES OF INCORPORATION
OF
COOPER RESTAURANTS, INC.**

The undersigned, for the purpose of forming a Corporation under the Code of Alabama, hereby adopts the following Articles of Incorporation for such Corporation.

ARTICLE I

The name of the Corporation is COOPER RESTAURANTS, INC.

ARTICLE II

The period of duration of this Corporation is perpetual.

ARTICLE III

"The purpose or purposes for which the Corporation is organized are:

- (a) To engage in the business of operating a restaurant and any and all activities related thereto;
- (b) To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Alabama;
- (c) To have perpetual succession by its corporate name unless a limited period of duration is stated in its Articles of Incorporation;
- (d) To sue and be sued, complain and defend, in its corporate name;
- (e) To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced;
- (f) To purchase, take, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated;
- (g) To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets;
- (h) To lend money and use its credit to assist its employees;

- (i) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district, or municipality or of any instrumentality thereof;
- (j) To make contracts, guarantees, and indemnity agreements and incur liabilities, borrow money at such rates of interest as the Corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage, pledge of, or creation of security interests in, all or any of its property, franchises, or income, or any interests therein, not inconsistent with the provisions of the Constitution of Alabama as the same may be amended from time to time;
- (k) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested;
- (l) To conduct its business, carry on its operations and have offices and exercise the powers granted by this charter, within or without this state;
- (m) To elect or appoint officers and agents of the Corporation, and define their duties and fix their compensation;
- (n) To make and alter by-laws, not inconsistent with its Articles of Incorporation or with the laws of this State, for the administration and regulation of the affairs of the Corporation;
- (o) To make donations for the public welfare or charitable, scientific, or educational purposes;
- (p) To transact any lawful business which the Board of Directors shall find will be in aid of governmental policy;
- (q) To pay pensions and establish pension plans, pension trusts, profit sharing plans, stock bonus plans, stock option plans and other incentive plans for any or all of its directors, officers and employees;
- (r) To be a promoter, incorporator, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust, or other enterprise;
- (s) To consolidate or merge, before or after the completion of its works or plants, in the manner herein provided, with any other foreign or domestic corporation or corporations; but no corporation formed for the

purpose of carrying on the business of banking or insurance shall consolidate or merge with any other corporation than corporations engaged in the business of banking or insurance or trust companies doing a banking business. No railroad shall consolidate or merge with any other railroad corporations or companies; but when any two or more railroads or contemplated railroads, which, when completed will admit the passage of burden or passenger cars over any two or more such railroads, continuously and without break or interruption directly or by means of intervening lines, such companies may, before or after completion, consolidate or merge;

(t) To have and exercise all powers necessary or convenient to effect its purposes."

ARTICLE IV

The aggregate number of shares which the Corporation shall have the authority to issue is 1,000 shares of Common Stock, \$1.00 par value per share.

ARTICLE V

The address of the initial registered office of the Corporation is 118 North Royal Street, Mobile, AL 36602 and the name of its initial registered agent at such address is David J. Cooper.

ARTICLE VI

The number of Directors constituting the initial Board of Directors of the Corporation is two (2); and the names and addresses of the person who are to serve as Directors until the first Annual Meeting of the Shareholders or until their successors are elected and shall qualify are:

Angus R. Cooper
118 North Royal Street
Mobile, AL 36602

David J. Cooper
118 North Royal Street
Mobile, AL 36602

ARTICLE VII

No Shareholder of this Corporation shall have any preemptive or preferential right, as these rights are defined by law, to subscribe for or purchase shares or securities which the Corporation may from time to time issue or sell.

ARTICLE VIII

Directors of the Corporation shall not be liable to the Corporation or its stockholders for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders (ii) for acts or omissions not involving good faith or that involve intentional misconduct or a knowing violation of law; (iii) under Alabama Code Section 10-2A-75 (1975) as amended; or (iv) for any transaction from which the Directors derived an improper benefit.

In the event the Alabama General Corporation Law is amended to authorize corporate action eliminating or limiting the personal liability of Corporate directors, the liability of Corporate directors shall be and hereby is eliminated or limited to the fullest extent permitted by the Alabama General Corporation Law, as amended.

ARTICLE IX

The name and address of the Incorporator is:

David J. Cooper
118 North Royal Street
Mobile, AL 36602

original

State of Alabama - Mobile County	
I certify this instrument filed on:	
Oct 29 1997 2:33:43 pm	
Recording	\$36.00
Total	\$36.00
L. W. NOONAN, Judge of Probate	
97074066	

DATED this the 29th day of October, 1997.

INCORPORATOR:


DAVID J. COOPER

This Instrument Prepared By:
Jeffery J. Hartley
ADAMS and REESE
Post Office Box 1348
Mobile, AL 36633
(334) 433-3234

STATE OF ALABAMA

MOBILE COUNTY. I, L.W. NOONAN, Judge of Probate in and for
said State and County (I) hereby certify that the foregoing is a full,
true and correct copy of the instrument with the filing of same as
appears of record in this office in RP Book 4518
Page 909

Given under my hand and seal of office this 29th day of October
19 97



JUDGE OF PROBATE



CINCINNATI OH 45999-0038

In reply refer to: 0233138022
Feb. 27, 2013 LTR 147C 0
63-1186611 000000 00
00004412
BODC: LM

COOPER RESTAURANTS INC
% JAMIE K DAVIDSON
PO BOX 1566
MOBILE AL 36633-1566

024990

Employer Identification Number: 63-1186611

Dear Taxpayer:

This is in response to the inquiry of Feb. 18, 2013, from your representative JANET RAKESTRAW PH# 251-431-6198. We have no record that you authorized her to act for you in this matter. Please notify her that we've replied directly to you. Complete Form 2848, Power of Attorney and Declaration of Representative to authorize a third party to represent you. Complete Form 8821, Tax Information Authorization to designate someone to inspect and/or receive your confidential tax information. You can visit our website at www.irs.gov or call us for more information about these forms.

Unfortunately we can't reproduce the CP 575/576, Employer Identification Number (EIN) Assignment Notice. However, this letter will serve as proof of EIN assignment verification.

Your Employer Identification Number (EIN) is 63-1186611. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

This letter confirms that your Employer Identification Number (EIN) and your name on our records match the name and EIN shown above. Return a copy of this letter to the payer who requested verification of your EIN.

Your name control is COOP. Please keep this letter in your permanent records as you will need this information if you file your returns electronically.

Please return the copy of this letter with an explanation and a completed Form SS-4, Application for Employer Identification Number if you still need a new Employer Identification Number.

Your Filing Requirement is Form: 940, 941 & 1120

If you need forms, schedules, or publications, you can obtain them by visiting the IRS web site at www.irs.gov or by calling toll free at 1-800-TAX-FORM (1-800-829-3676).

2024



SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

COOPER RESTAURANTS INC
DBA RUTHS CHRIS STEAK HOUSE

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	4900 38305	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: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Darick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

118 N ROYAL ST MOBILE AL 36602-3603
1530 BATTLESHIP PKWY SPANISH FORT AL 36527-9330
19344 SCENIC HIGHWAY 98 FAIRHOPE AL 36532-6824
2100 AIRPORT BLVD MOBILE AL 36606-1746
271 GLENWOOD ST MOBILE AL 36633-1566
3775 BATTLESHIP PKWY SPANISH FORT AL 36527-9335



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

Beginning at the Northwest intersection of Airport Boulevard and Glenwood Street; run thence Northwardly along the West line of Glenwood Street 100 feet to a point; thence with a deflection angle of 90 degrees, 34 minutes, 30 seconds to the left, run Westwardly 50 feet to a point; thence with an interior angle of 90 degrees, 34 minutes, 30 seconds, run Southwardly and parallel to Glenwood Street 100 feet to a point; thence with a deflection angle of 90 degrees, 34 minutes, 30 seconds to the left, run Eastwardly along the North right of way line of Airport Boulevard 50 feet to the point of beginning.

The street address of the aforesaid real property is 2100 Airport Boulevard, Mobile, AL 36606.

Ownership Type

Company Name

The above described property is ☒ Owned ☐ Leased to/by Cooper Restaurants, Inc.

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

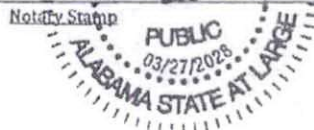
I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this _____ day of _____ 20____

Notary Public Name Susan D. Bates My Commission Expires 3.27.2028	Notary Signature <i>Susan D. Bates</i>	My (Notary) Commission Expires 3.27.2028
--	---	--

Notary Stamp



Owner of Property (Print Name)

Stacie N. Knight
Owner of Property (Signature)

Applicant Name (Print Name)

Steve N. Knight
Applicant Name (Signature)

118 North Royal Street
Street Address Suite 801

Mobile, AL 36602
City, State, Zip

09-25-2024
Date Agreement Signed

09-25-2024
Date Agreement Signed

My Place

ity of Mobile Hom GIS Data

Information for Address: 2100 Airport Blvd

[Search for New Address](#)

Parcel Owner / Mailing Address:

Cooper Restaurants Inc
Po Box 1566

Mobile, AL 36633

Parcel Information:

Parcel: R022908204000096.000 / 864657

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:

4S1W20

Census Tract:

002501

Zipcode:

36606

--- Public Services ---

Garbage Pickup:

(Thursday East / Route D)

Trash Pickup:

(Wednesday North / 3-TD-10)

Fire District:

(Fire Station 23 Sirmon)

Police Precinct/Beat:

(Precinct 3 Beat 35)

--- Political ---

City Council District:

District: (1)

Cory Penn - (251) 208-7441

County Commissioner District:

District: (3)

State House District:

District: (97)

State Senate District:

District: (33)



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

<https://experience.arcgis.com/experience/f630703981794052908db7d62f8f0d6/page/ResultsPage-/>

Mobile County Property Search

Key Number: 864657 For Year 2024

Property Details

Account

Key Number: 864657

Legal Description: BEG AT NW INT OF AIRPORT BLVD & GLENWOOD ST RUN TH NLY ALG W/L OF GLENWOOD ST 100 FT TO PT TH W/DEFL ANG OF 90 DEG 34 MIN 30 SEC TO LT RUN WLY 50 FT TO PT TH W/INT ANG OF 90 DEG 34 MIN 30 SEC RUN SLY & PAR TO GLENWOOD ST 100 FT TO PT TH W/DEFL ANG OF 90 DEG 34 MIN 30 SEC TO LT RUN ELY ALG N ROW/L OF AIRPORT BLVD 50 FT TO POB #SEC 20 T4S R1W #MP29 08 20 4 000

Parcel Number: 2908204000096XXX

Type: Real

Property Class: 2

Location

Address: 2100 AIRPORT BLVD MO

Owner

Name: COOPER RESTAURANTS INC

Mailing Address: PO BOX 1566

MOBILE , AL 36633

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$306,000
Land Value:	\$28,600
Appraised Value:	\$334,600
Taxable Value:	\$334,600
Assessed Value:	\$66,920

VALUES DISPLAYED ARE 2024 VALUES.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

COOPER RESTAURANTS INC

Trade Name (DBA)

GLENWOOD YACHT CLUB

Location Address

2100 AIRPORT BLVD

Zip Code

36606

Application Number

2024 - 5695

Notice Post Date @ Location

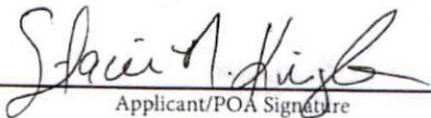
10/01/2024

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

October 15, 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.

STATE OF ALABAMA

COUNTY OF MOBILE

SLT-176876

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that John W. Clardy and Claire R. Clardy, husband and wife, the grantors, for and in consideration of the sum of \$315,000.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged to have been paid to said grantors by Cooper Restaurants, Inc., the grantee, do hereby GRANT, BARGAIN, SELL and CONVEY unto said grantee, its successors and assigns, subject to the provisions hereinafter contained, all of that certain real property located in the County of Mobile, State of Alabama, which is described as follows:

Parcel A:

Beginning at the Northwest intersection of Airport Boulevard and Glenwood Street; run thence Northwardly along the West line of Glenwood Street 100 feet to a point; thence with a deflection angle of 90 degrees, 34 minutes, 30 seconds to the left, run Westwardly 50 feet to a point; thence with an interior angle of 90 degrees, 34 minutes, 30 seconds, run Southwardly and parallel to Glenwood Street 100 feet to a point; thence with a deflection angle of 90 degrees, 34 minutes, 30 seconds to the left, run Eastwardly along the North right of way line of Airport Boulevard 50 feet to the point of beginning.

The street address of the aforesaid real property is 2100 Airport Boulevard, Mobile, AL 36606.

Parcel B:

Lot 17, Block 4 of Dubroca Tract as recorded in Deed Book 141, page 39 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

The street address of the aforesaid real property is 266 Glenwood Street, Mobile, AL 36606.

EXCEPTING THEREFROM all interests in and to all oil, gas and other minerals in, on and/or under said real property and all rights in connection therewith which may have been granted, reserved or leased to others by instruments, of record, in the Office of the Judge of Probate of Mobile County, Alabama.

It is the express intent of the grantors herein to convey ownership of all oil, gas and other mineral interests in, on and/or under said real property and all rights in connection therewith which have not been previously granted to or reserved by others, of record, in the Office of the Judge of Probate of Mobile County, Alabama.

together with all and singular the rights, members, privileges, tenements, hereditaments, easements, appurtenances and improvements belonging or in anywise appertaining thereto; TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns, in fee simple, forever.

This conveyance is made subject to restrictive covenants, easements, rights-of-way and building set back lines, if any, applicable to said real property, of record, in the Office of the Judge of Probate Court of Mobile County, Alabama.

And, except as to the above and the taxes hereafter falling due, said grantors, for themselves, their heirs and assigns, hereby covenant with said grantee, its successors and assigns that they are seized of an indefeasible estate in fee simple in and to said real property, that they have a good and lawful right to convey the same, that said real property is free and clear of all encumbrances, that they have the right to the possession, quiet use and enjoyment of said real property and that they do hereby WARRANT AND WILL FOREVER DEFEND the title to said real property, and the possession thereof, unto said grantee, its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals on this the 4th day of March, 2021.


John W. Clardy (SEAL)


Claire R. Clardy (SEAL)

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public, in and for said State and County, hereby certify that John W. Clardy and Claire R. Clardy, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 4th day of March, 2021.

Notary Public
My commission expires

JOSEPH H. DAVIS
Notary Public
Alabama State At Large
My Commission Expires
10/01/2022



Mailing address of grantors:

608 Fairfax Road E.

Mobile, AL 36608

Mailing address of grantee:

P. O. Box 1566

Mobile, AL 36633

This instrument prepared by:

Chase R. Laurendine
Attorney at Law
5909 Airport Blvd.
P. O. Box 850817
Mobile, Alabama 36685

SLT 176876



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation	Application Type ☒ New Business ☐ New Owner ☐ Location Change	Transfer - License? ☒ No ☐ Yes Relocation Date	Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other		
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) ☐ Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub					
Legal Business Name Cooper Restaurants, Inc.		Trade Name (DBA) Glenwood Yacht Club			
Company Physical Address (Street Address, Suite #) 2100 Airport Blvd		City Mobile	State AL		
		Zip Code 36606			
Business Contact Person Information					
Name Stacie Nader Knight	Title Exec VP	Phone 251-415-7272	Email stacie.knight@cooperrestaurants.com		
URBAN DEVELOPMENT DEPARTMENT USE ONLY					
Building Sq Footage 6,660	Parking Provided 148	Parking Required 22	Compliance yes	Zoning B-3	Approved yes
Comments					
Print Name Payton Rogers		Signature 	Date 10/2/2024		

PHASE 3 - DOWNSTAIRS

THIS FLOOR TO MOSTLY BE AS SHOWN IN THE PHASE 2 DRAWINGS. THE PRIMARY WORK TO THIS FLOOR IS THE CONSTRUCTION OF A NEW FRONT FOYER.

OCCUPANT LOAD

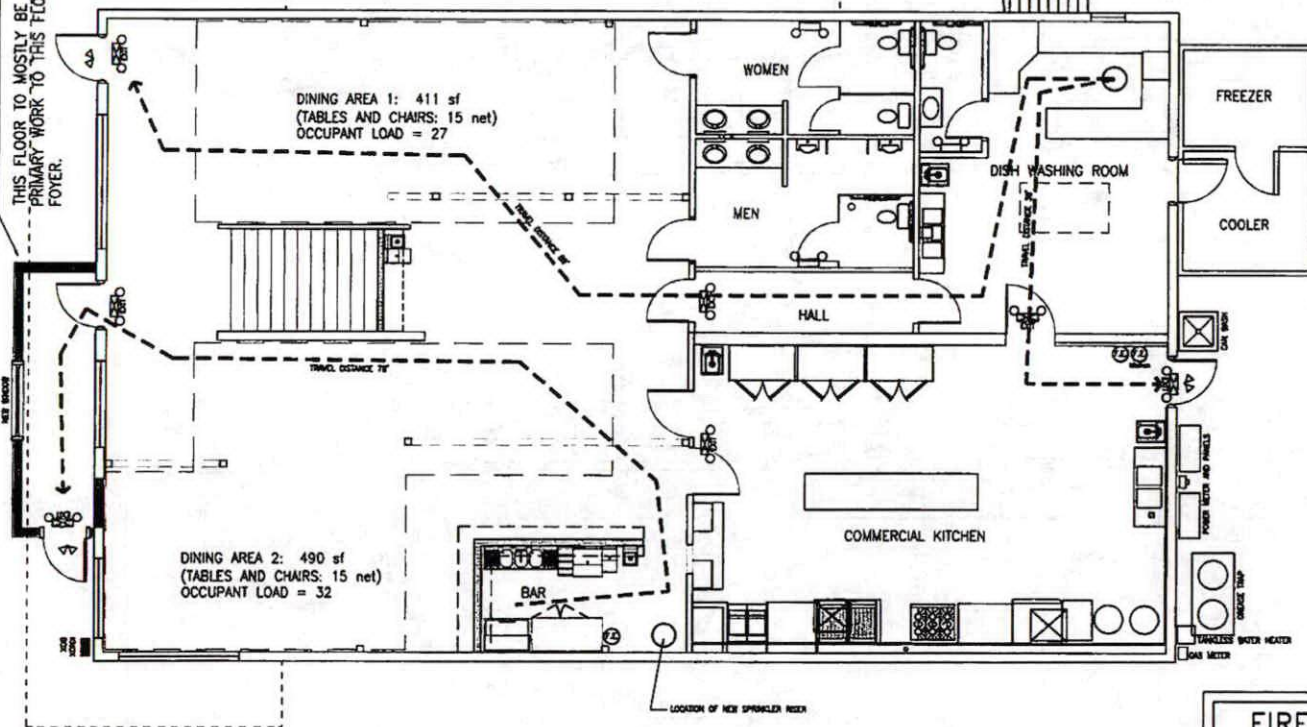
AREA: 1,672 sf
OCCUPANT LOAD:
DINING AREA 1: 27
DINING AREA 2: 32
WAITER'S STATION: 2
BAR: 10
TOTAL: 70

OCCUPANT LOAD

AREA: 1,390 sf
LOAD FACTOR: 200 gross (COMMERCIAL KITCHEN)
OCCUPANT LOAD: $\frac{1390}{200} = 7$

LEGEND

	EXIT SIGN
	EXIT SIGN WITH EMERGENCY LIGHTS
	EMERGENCY LIGHT
	EXTERIOR EMERGENCY LIGHT
	KNOX BOX
	DEVOTES TRAVEL PATH TO NEAREST EXIT.
	FIRE EXTINGUISHER



LIFE SAFETY PLAN - 1st FLOOR

0 3' 6' 9' 12'
SCALE: 1/4" = 1'-0"
N

FIRE SUPPRESSION

IN THIS PHASE A FIRE SUPPRESSION SYSTEM (WITH 12) SHALL BE INSTALLED.



One Houston Street
Mobile, Alabama 36606
TEL 251.433.9600

DRAFT
NOT FOR CONSTRUCTION
DRAFT

COOPER RESTAURANTS, INC.
- PHASE 3 -
2100 Airport Blvd., Mobile, AL 36606

THIS DRAWING AND ITS REPRODUCTIONS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY MANNER WITHOUT THE PERMISSION OF THE ARCHITECT.

REVISIONS	DATE

SHEET NAME
LIFE SAFETY PLAN - 1ST FLOOR

PROJECT NO. 2024-34

DATE SEPTEMBER, 2024

SHEET NO.

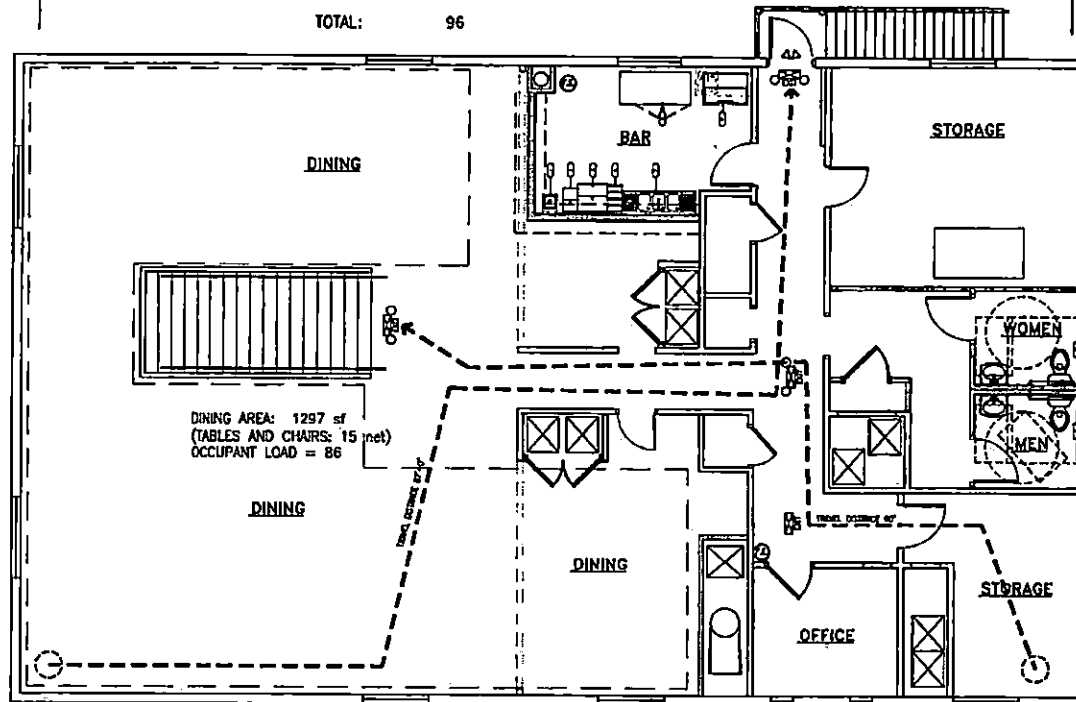
LSP-1

FULL SCALE SHEET IS 22" x 34"
HALF SCALE SHEET IS 11" x 17"

PHASE 3 - UPSTAIRS

THIS FLOOR TO BE REMODELED INTO ADDITIONAL DINING SPACE. THE SECOND FLOOR WILL HAVE DINING ROOM SEATING, A BAR, NEW RESTROOMS, AN OFFICE AND STORAGE. NOTE: THE ENTIRE BUILDING WILL HAVE INSTALLED A FIRE SUPPRESSION SYSTEM PER NFPA 13.

AREA: 3,180 sf
 OCCUPANT LOAD:
 DINING AREA: 86
 BAR: 6
 OFFICE: 2
 STORAGE: 2
 TOTAL: 96



DINING AREA: 1297 sf
 (TABLES AND CHAIRS: 15 net)
 OCCUPANT LOAD = 86

LIFE SAFETY PLAN -- SECOND FLOOR

SCALE: 1/4" = 1'-0"
 N



One Houston Street
 Mobile, Alabama 36606
 TEL 251.433.9600

DRAFT
 NOT FOR CONSTRUCTION
DRAFT

COOPER RESTAURANTS, INC.
 - PHASE 3 -
 2100 Airport Blvd., Mobile, AL 36606

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REVISIONS	DATE

SHEET NAME
SECOND FLOOR PLAN

PROJECT NO.
 2024-34

DATE
 SEPTEMBER, 2024

SHEET NO.

LSP-2

FULL SCALE SHEET IS 22" x 34"
 HALF SCALE SHEET IS 11" x 17"

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **373 Fredonia 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 **373 Fredonia Street** described as:

LOT 3 BLK E ACC TO THE MAP OF MECHEM & STEINS RSUB OF BLKS A, B, C, D, E & F OF STEINS ADD TO CRICHTON DBK 153 PG 530 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 335

Last Assessed to: CHANEY BARBARA JEAN KENNEDY

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

October 4, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, likely belonging to Gary Jackson, the Deputy Director of Municipal Enforcement.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 15, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **373 FREDONIA STREET**, OWNED BY OR MAY HAVE AN INTEREST: **CHANEY BARBARA JEAN KENNEDY** A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 07 23 0 002 335

COUNCIL DISTRICT 1 – CORY PENN

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

GJ/DLW



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

373 FREDONIA STREET

Property Details

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

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	04/23/2024	Comments	

Property Score

Score	43 63	Score Description	REVIEW COMM
-------	------------------	-------------------	-------------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 4-29-24

Noted 6 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 08/21/2024

Property Address: 373 Fredonia Street

District No: 1

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

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



Chaney, Barbara Jean Kennedy & Frances E
373 Fredonia Street
Mobile, Alabama 36607-2031

August 21, 2024

RE: 373 Fredonia Street
Project Number: ME-036-24

Dear Chaney, Barbara Jean Kennedy & Frances E:

On August 15, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 373 Fredonia Street.

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

LOT 3 BLK E ACC TO THE MAP OF MECHEM & STEINS RSUB OF BLKS A, B, C, D, E & F OF STEINS
ADD TO CRICHTON DBK 153 PG 530 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 335

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 **October 4, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 4, 2024**, provide the Code Official with a work plan to accomplish the repairs by **October 4, 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 **October 4, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 15, 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:

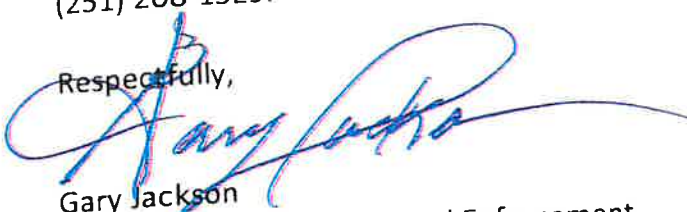
- ☒ Repaired; or,
☒ Demolished

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

373 FREDONIA STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

373 FREDONIA STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

373 FREDONIA STREET

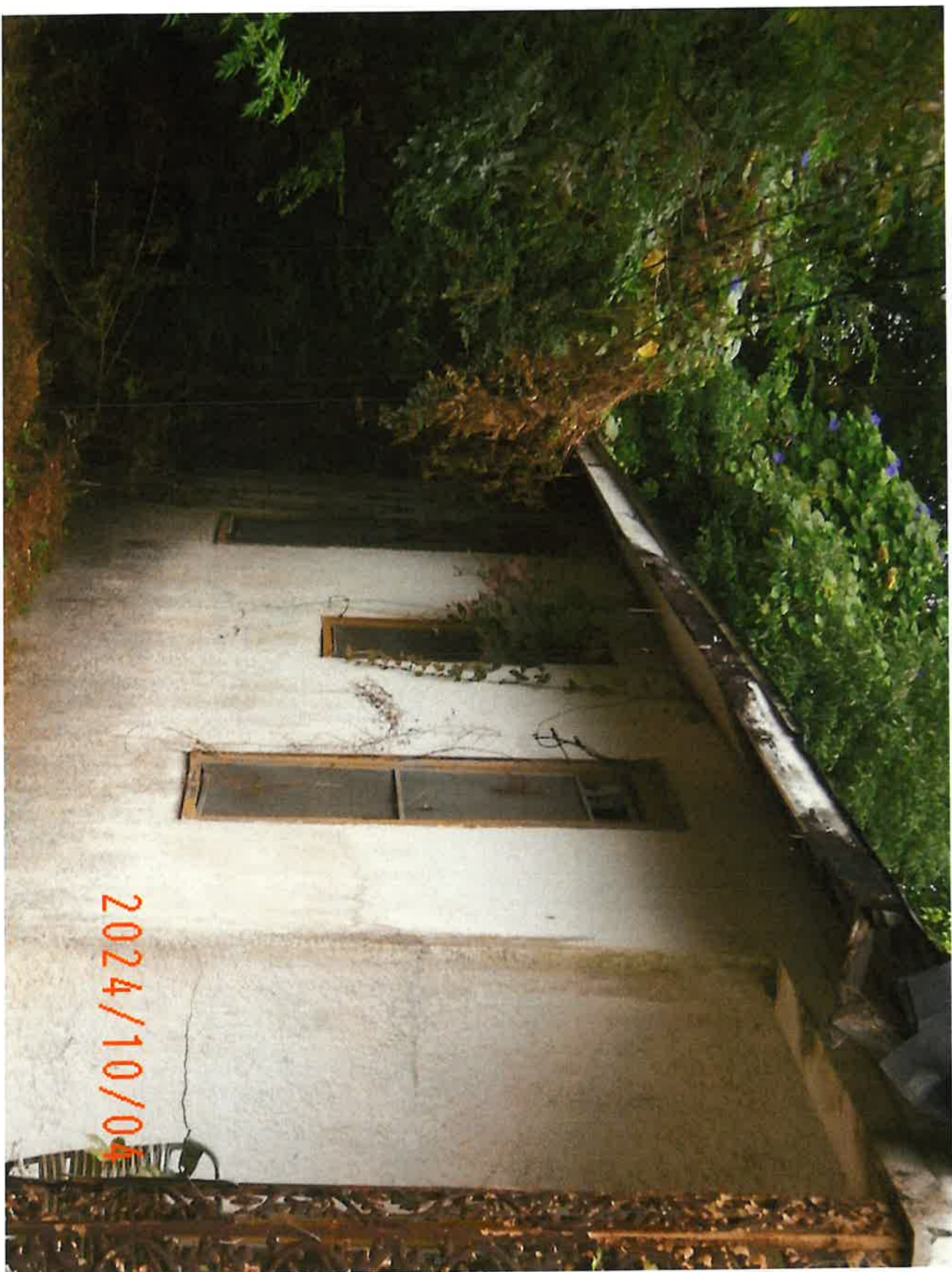
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

373 FREDONIA STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

373 FREDONIA STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

373 FREDONIA STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

373 FREDONIA STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

373 FREDONIA STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

373 FREDONIA STREET

PHOTOS AGENDA / DW



Affidavit of Mailed Notice



Date: October 15, 2024

State of Alabama
County of Mobile

Subject Property – 373 Fredonia 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.

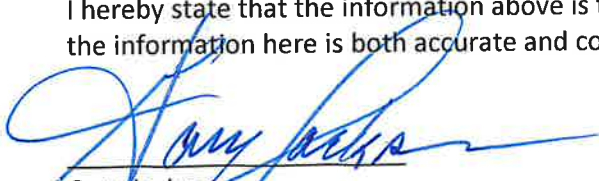
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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: 373 Fredonia Street

Date: August 8, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 17, 2024

Per the Title Report, the owner is: Barbara Jean Kennedy Chaney (77 Years Old)

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- 1 Barbara Jean Kennedy Chaney
Frances E. Chaney
373 Fredonia St
Mobile AL 36607-2031

Owner – Location address – mailing address – Per Revenue Commission they received her reclaim for total exemption for 2024 taxes. Phone numbers are 251-776-2967, 251-648-6442 and 251-648-6443 good 2024 – Frances is male (son)

RELATIVES OF OWNER

- 2 Erica Chaney
1115 Bay Ave
Mobile AL 36605-1534

Relative – Phone number 251-433-4135 and 251-478-7245 good 2024

- 3 Ingrid Chaney Cook
1124 De Soto Dr
Mobile AL 36605-3269

Relative – No good phone numbers

- 4 Dammon Wright
1631 Northview Dr
Mobile AL 36618-1803

Relative – 251-341-5595 good 2024

- 5 Dammon Wright
4100 Gaylark Rd N
Mobile AL 36609-2344

LexisNexis address good 2024

- 6 Jocelyn Wright
1513 Shalamar Rd
Mobile AL 36609-6032

Relative – 251-786-0496 and 251-665-9063 good 2024

**TAX STATUS: Per Revenue Commission as of 7/29/2024
the homeowner is exempt for 2023 and 2024
Parties with recorded liens per Title Report: NONE**

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Barbara Jean Kennedy Chaney, filed 4/30/2024, recorded 5/23/2024, instrument number 2024031942.

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **159 UNION 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. 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 **159 UNION AVENUE** described as:

**LOTS 227 228 229 & 230 HAAS PLACE DBK 153 PGS 266-269 #SEC
18 T4S R1W #MP29 08 18 4 001**

Parcel Number: 29 08 18 4 001 057

Last Assessed to: JMN PROPERTIES & INVESTMENTS LLC

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 7, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

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

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 15, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **159 UNION AVENUE.**
OWNED BY OR MAY HAVE AN INTEREST: **JMN PROPERTIES & INVESTMENTS LLC** IS A PUBLIC
NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002,
ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses
from Real Estate)

PARCEL NUMBER: 29 08 18 4 001 057

COUNCIL DISTRICT 1 – CORY PENN

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

159 UNION AVE

Property Details

PARCEL KEYX	00847356	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
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	N	WATER PENETRATING STRUCTURE	Y
VACANT	N	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMROMISED	N
SURVEY DATE	1/29/2024	COMMENTS	

Property Score

SCORE 70 SCORE DISCRIPTION Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

6-17-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 08/13/2024

Property Address: 159 Union Avenue **District No:** 1

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



October 7, 2024

State of Alabama
County of Mobile

Subject Property – 159 Union 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.

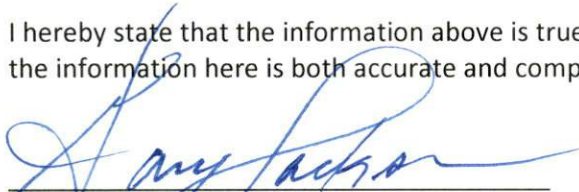
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 2 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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**



JMN Properties & Investments, LLC
Julius Nettles
159 Union Avenue
Mobile, AL 36607

August 21, 2024

RE: **159 Union Avenue**
Project Number: ME-043-24

Dear JMN Properties & Investments, LLC c/o Julius Nettles:

On August 13, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 150 Union Avenue.

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

LOTS 227 228 229 & 230 HAAS PLACE DBK 153 PGS 266-269 #SEC
18 T4S R1W #MP29 08 18 4 001

Parcel Number: 29 08 18 4 001 057

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

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **October 10, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 10, 2024**, provide the Code Official with a work plan to accomplish the repairs by **October 10, 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 **October 10, 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 October 15, 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: 159 Union Avenue

Date: August 7, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 1, 2024

Per the Title Report, the owner is: Fee simple is vested in JMN Properties & Investments, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | JMN Properties & Investments, LLC
Julius Nettles
159 Union Ave
Mobile AL 36607 | Location/Subject address |
| 2 | JMN Properties & Investments, LLC
Julius Nettles
1900 Shelton Beach Rd Ext Apt 502
Mobile AL 36618-2280 | Registered agent – Owner – Phone number is 251-721-0505 and 251-214-3964 good 1/2024 – Secretary of AL address. Lexis Nexis address good 2/2024 – Mobile County Revenue Commission mailing address from 2023 - 2025 |

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Councilmember C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **1302 Flicker Court** 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 **1302 Flicker Court** described as:

LOT 11 OLIVER PL MBK 9 P 98 #SEC 36 T4S R1W #MP29 11 36 0 008

Parcel Number: 29 11 36 0 008 017

Last Assessed to: DEVAUGHN DEXTER JAMES 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** 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

October 4, 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, October 15, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1302 FLICKER COURT**, OWNED BY OR MAY HAVE AN INTEREST: **DEVAUGHN DEXTER JAMES SR** A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 11 36 0 008 017

COUNCIL DISTRICT 3 – C J SMALL

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

GJ/DLW



City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1302 Flicker Court

Property Details

Parcel Key	974100	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	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	08-15-24	Comments	

Property Score

Score		Score Description	
-------	--	-------------------	--

NOMINAL STRENGTH ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 08/21/2024

Property Address: 1302 Flicker Court

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



Dexter James DeVaughn Senior
1302 Flicker Court
Mobile, Alabama 36605-1928

August 21, 2024

RE: **1302 Flicker Court**
Project Number: ME-038-24

Dear Dexter James DeVaughn Senior:

On August 15, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1302 Flicker Court.

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

LOT 11 OLIVER PL MBK 9 P 98 #SEC 36 T4S R1W #MP29 11 36 0 008

Parcel Number: 29 11 36 0 008 017

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 **October 4, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 4, 2024**, provide the Code Official with a work plan to accomplish the repairs by **October 4, 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 **October 4, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 15, 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:

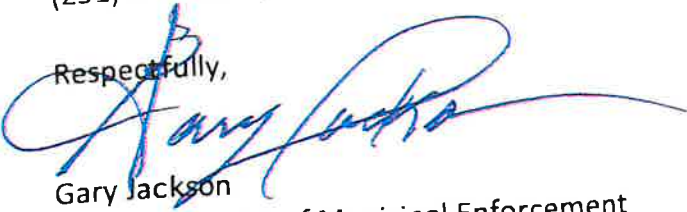
- ☒ Repaired; or,
☒ Demolished

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

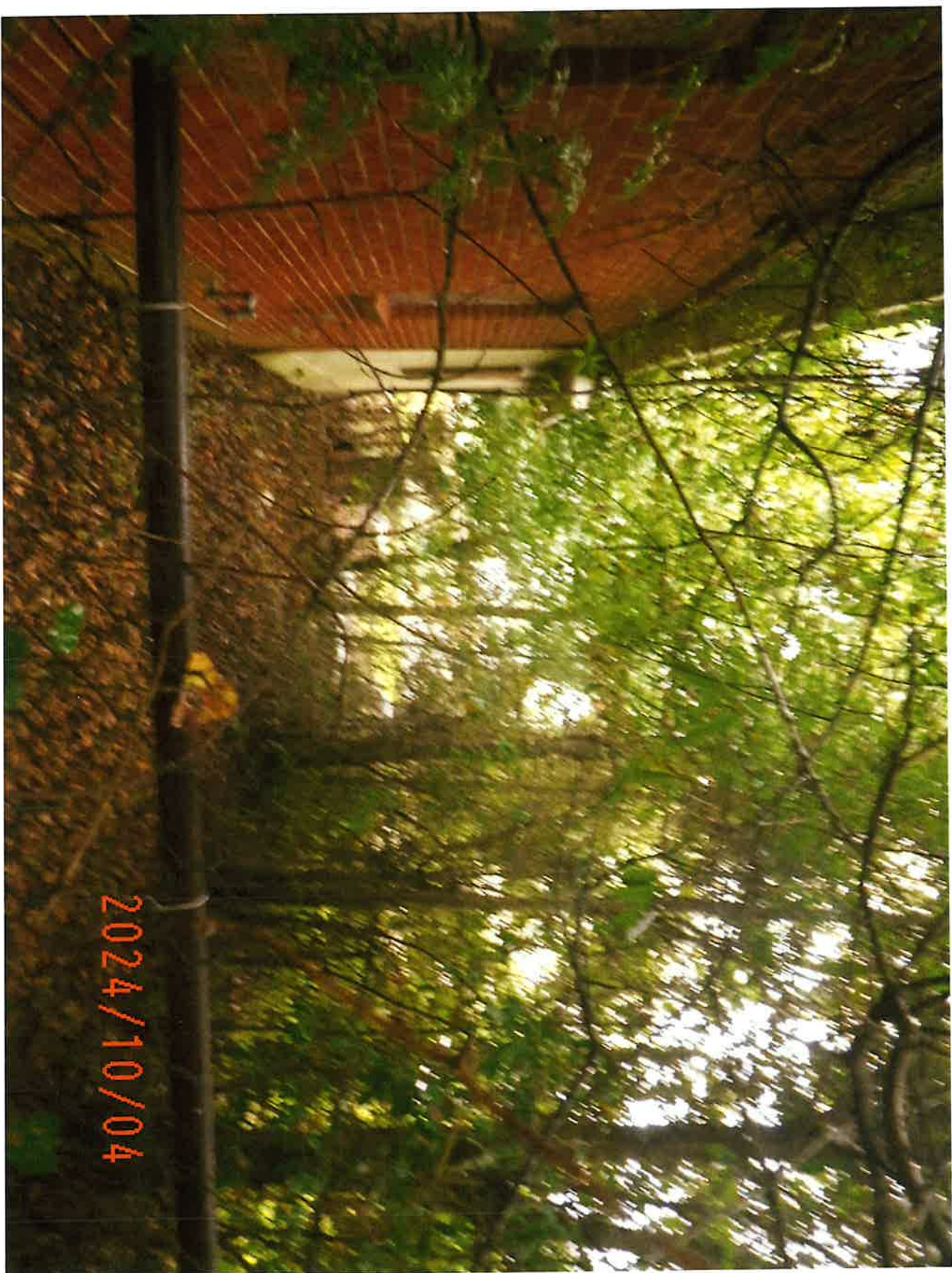
Deputy Director of Municipal Enforcement



NUISANCE ABATEMENT

1302 FLICKER COURT

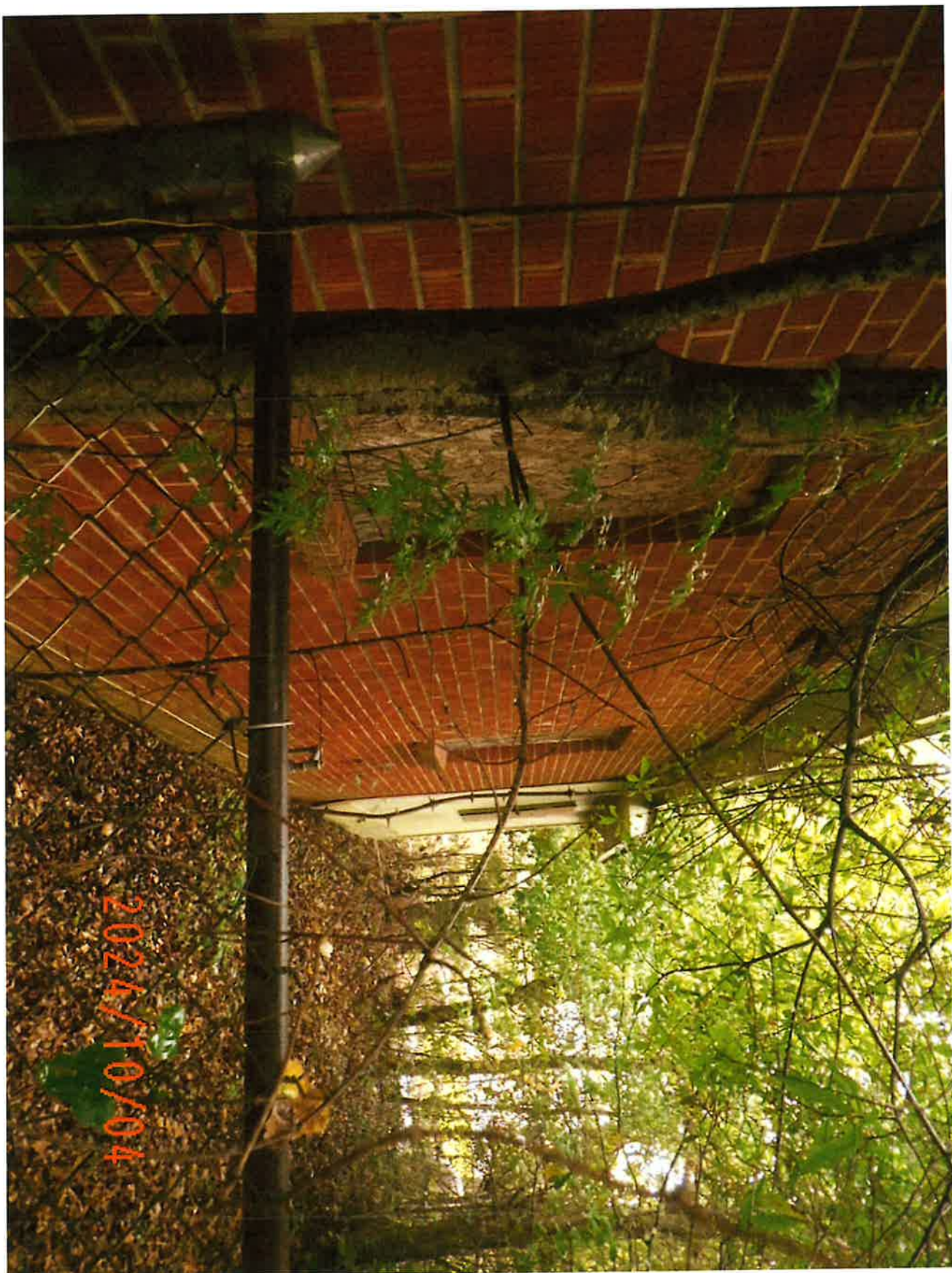
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1302 FLICKER COURT

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1302 FLICKER COURT

PHOTOS AGENDA / DW

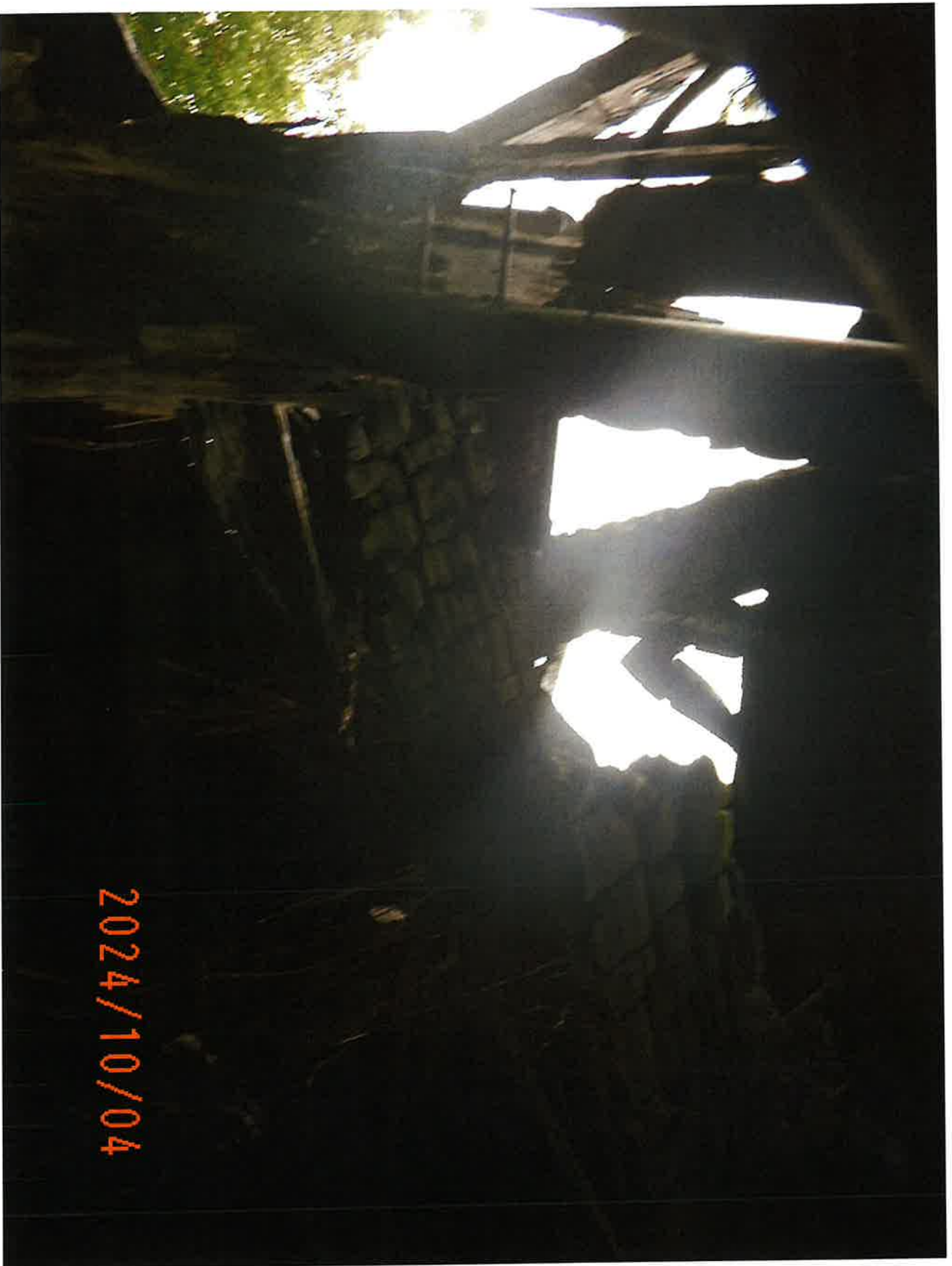


2024/10/04

NUISANCE ABATEMENT

1302 FLICKER COURT

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1302 FLICKER COURT

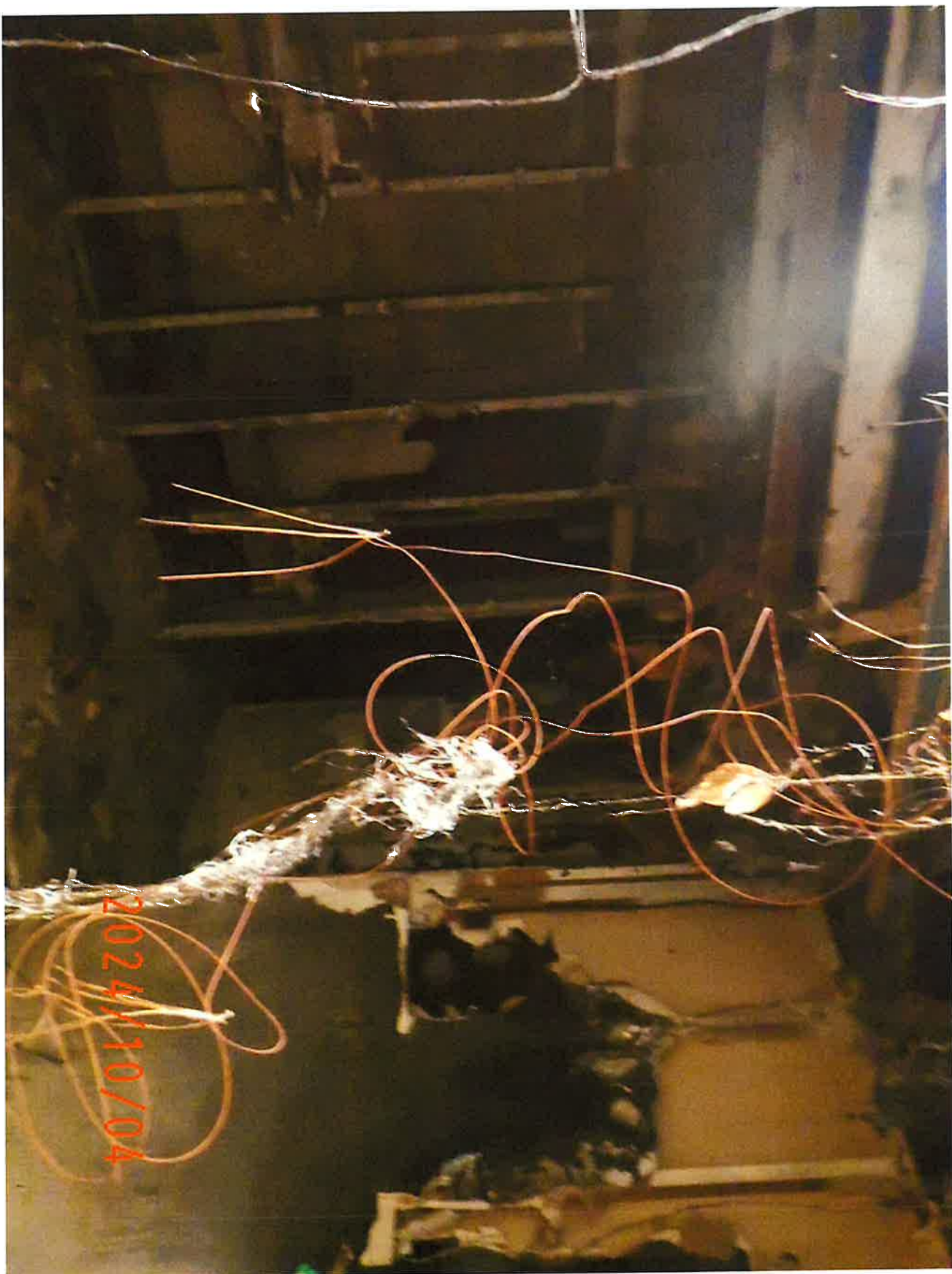
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1302 FLICKER COURT

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1302 FLICKER COURT

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1302 FLICKER COURT

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1302 FLICKER COURT

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1302 FLICKER COURT

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1302 FLICKER COURT

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1302 FLICKER COURT

PHOTOS AGENDA / DW







Affidavit of Mailed Notice



Date: October 15, 2024

State of Alabama
County of Mobile

Subject Property – 1302 Flicker Court

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.

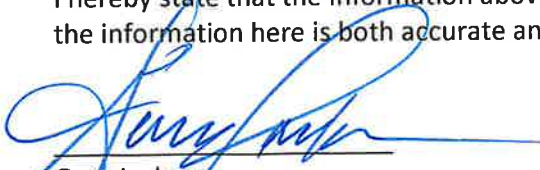
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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

UPDATE

RE: 1302 FLICKER COURT

Date: August 6, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 18, 2024

Per the Title Report, the owner is: Dexter James DeVaughn, Sr

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Dexter James DeVaughn, Sr
1302 Flicker Ct
Mobile AL 36605-1928 | Owner - Subject property – Location address –
LexisNexis address good 2023. Phone numbers is
251-635-7860 good 5/2024 |
| 2 | Dexter James DeVaughn, Sr
376 Hillcrest Rd Apt K108
Mobile AL 36608-3871 | LexisNexis address good 6/2024 |
| 3 | Dexter James DeVaughn, Sr
1236 Murray Hill Ct Apt A
Mobile AL 36606-6136 | LexisNexis address good 1/2024 |

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report:

- | | | |
|---|---|---|
| 4 | Troy Capital, LLC as Assignee
of Chrysler Capital
c/o James Alan Nadler
6100 Lake Forrest Dr Ste 200
Atlanta GA 30328 | Troy Capital, LLC as Assignee of Chrysler Capital
vs Dexter DeVaughn, filed 8/22/2019, recorded
1/17/2020, instrument number 2020003383 |
|---|---|---|

Open Mortgages

- | | | |
|---|---|---|
| 5 | M&B Builders, LLC
Harold Buchman
Bradley Buchman
Jerry Silverstein
PO Box 2947
Mobile AL 36652 | Vendors Lien Deed, recorded 4/11/2016 LR7367
Pg33 – Secretary of State members – Phone
numbers are 251-421-7804 and 205-456-8411
(Harold) and 251-709-5714 and 251-463-2700
(Bradley) |
|---|---|---|

6 M&B Builders, LLC
Harold Buchman
Bradley Buchman
2321 Airport Blvd
Mobile AL 36606

LexisNexis address good 2023 (Harold) and 2020
(Bradley)

Lis Pendens

Lis Pendens – City of Mobile vs Dexter James DeVaughn Sr, filed 1/7/2020, recorded 1/24/2020, instrument number 2020004438.

Lis Pendens – City of Mobile vs Dexter James DeVaughn Sr, filed 10/25/2019, recorded 1/28/2020, instrument number 2020005535.

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 **1551 Navco 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 **1551 Navco Road** described as:

**LOT 3 BLK B SANS SOUCI MCRAES FIFTH ADD MBK 3/511 #SEC 05 T5S R1W
#MP32 02 05 0 001**

Parcel Number: 32 02 05 0 001 088

Last Assessed to: RICHARDS BRENDA

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
October 4, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, likely belonging to Gary Jackson, the Deputy Director of Municipal Enforcement.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 15, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1551 NAVCO ROAD,** OWNED BY OR MAY HAVE AN INTEREST: **RICHARDS BRENDA** A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 32 02 05 0 001 088

COUNCIL DISTRICT 3 – C J SMALL

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

GJ/DLW

Property Address

1551 NAVCO RD

Property Details

00978115	
N/A	
Residential	

1001 - 1000 REGULAR	N/A
1002 - 1001 REGULAR	N/A
1003 - 1002 REGULAR	3
1004 - 1003 REGULAR	N/A

Survey Results

1. The first step in the process of the	N
2. The second step in the process of the	N
3. The third step in the process of the	N
4. The fourth step in the process of the	N
5. The fifth step in the process of the	Y
6. The sixth step in the process of the	N
7. The seventh step in the process of the	Y
8. The eighth step in the process of the	Y
9. The ninth step in the process of the	

2/9/2024

17 DELINQUENT	N
HOUSE ARRESTED	Y
NOT RECONNECTED	Y
INVESTIGATED, BUT NOT RE	Y
ARRESTED	N
HOUSE ARRESTED	Y
ALL INVESTIGATED	Y
HOUSE ARRESTED	N
INVESTIGATED	N

Property Score

43 62

2025 372421 Review Committee

Notes

REVIEW COMMITTEE

SECURE 

DEMOLITION ☒

APPROVAL DATE 6-24-24

APPROVAL DATE 6-24-24
Noted 1 to 2 For Devolution

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 08/21/2024

Property Address: 1551 Navco Road

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**



Brenda Richards
1547 Navco Road
Mobile, Alabama 36605-2623

August 21, 2024

RE: 1551 Navco Road
Project Number: ME-055-24

Dear Brenda Richards:

On August 15, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1551 Navco Road.

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

LOT 3 BLK B SANS SOUCI MCRAES FIFTH ADD MBK 3/511 #SEC 05 T5S R1W #MP32 02 05 0 001

Parcel Number: 32 02 05 0 001 088

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 **October 4, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 4, 2024**, provide the Code Official with a work plan to accomplish the repairs by **October 4, 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 **October 4, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 15, 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,



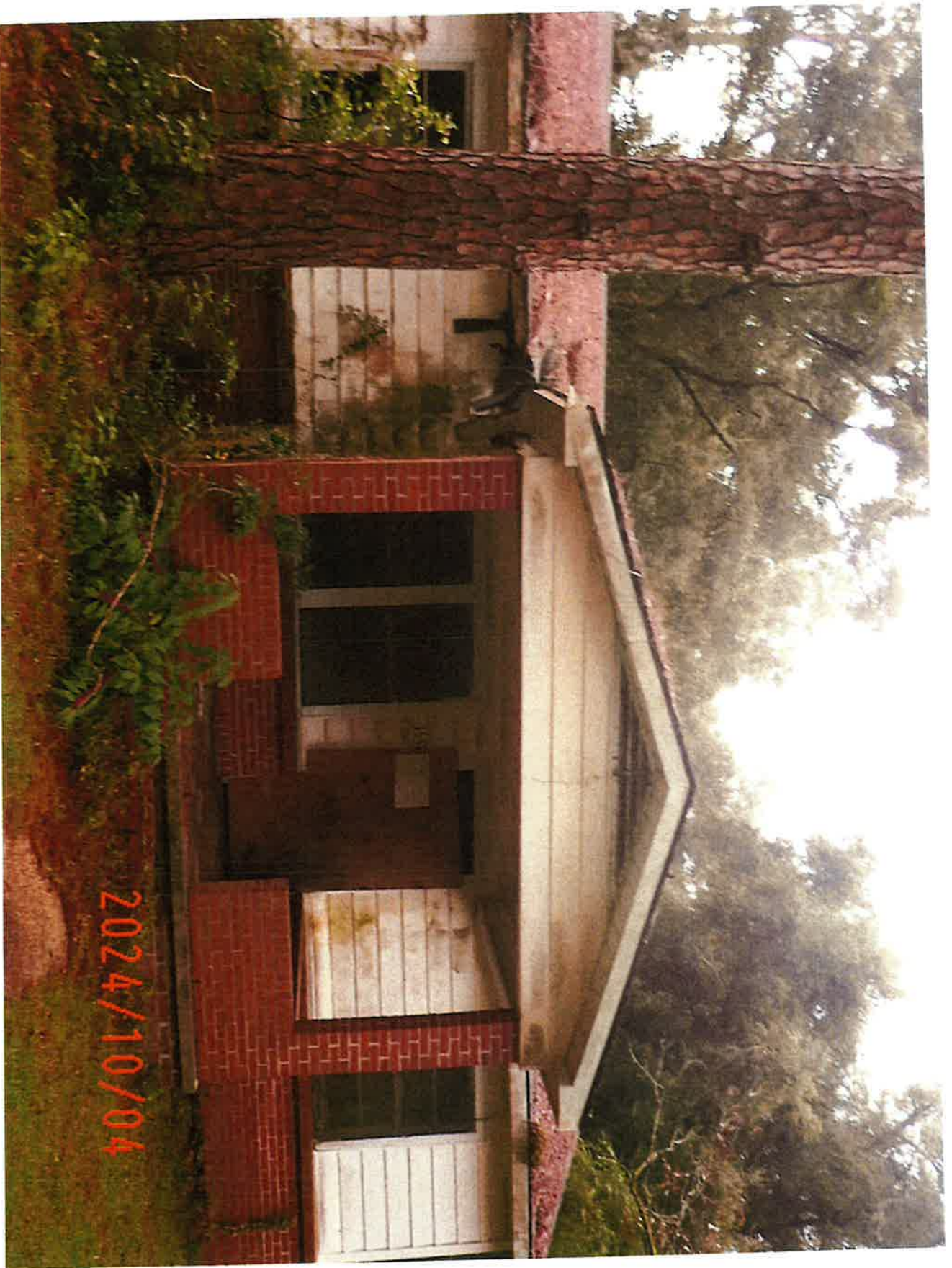
Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

1551 NAVCO ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1551 NAVCO ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1551 NAVCO ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1551 NAVCO ROAD

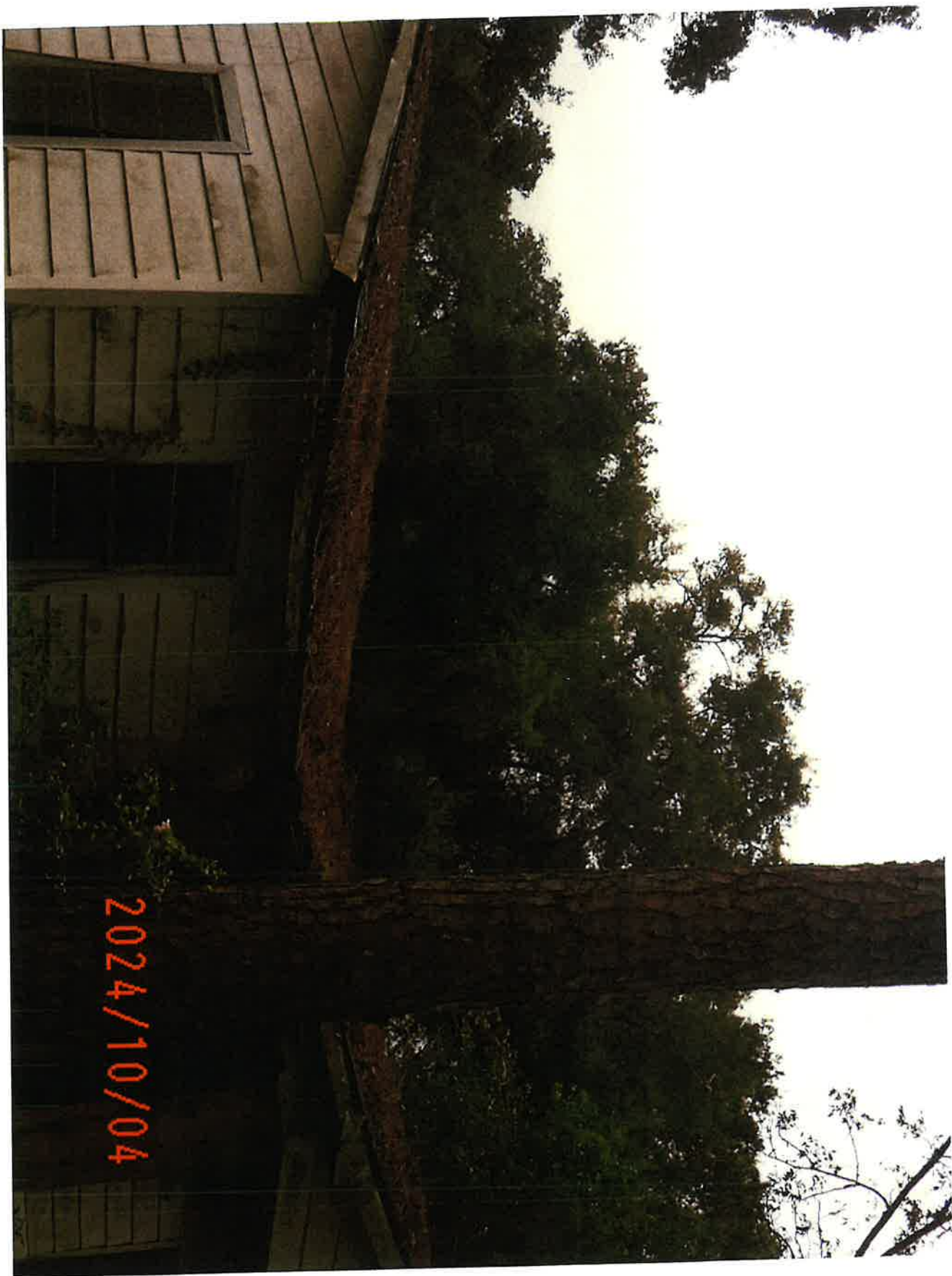
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1551 NAVCO ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1551 NAVCO ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1551 NAVCO ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1551 NAVCO ROAD

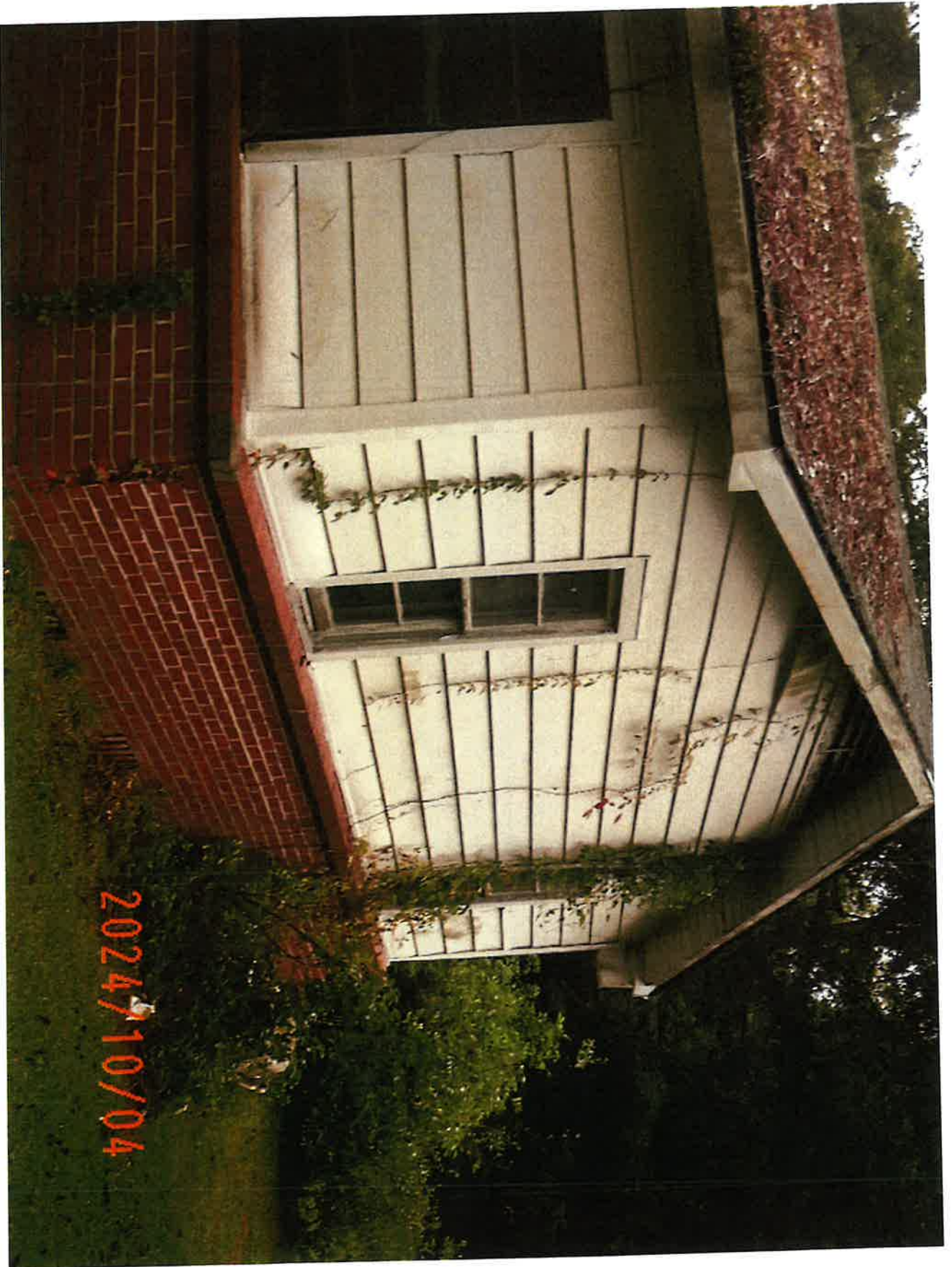
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1551 NAVCO ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1551 NAVCO ROAD

PHOTOS AGENDA / DW



2024/10/04

NUISANCE ABATEMENT

1551 NAVCO ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1551 NAVCO ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1551 NAVCO ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1551 NAVCO ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1551 NAVCO ROAD

PHOTOS AGENDA / DW



Affidavit of Mailed Notice



Date: October 15, 2024

State of Alabama
County of Mobile

Subject Property – 1551 Navco 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.

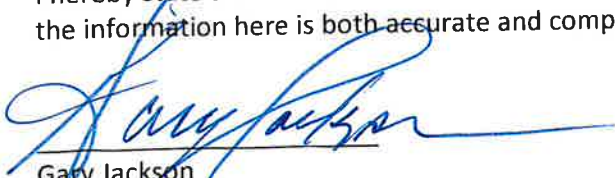
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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: 1551 Navco Road

Date: August 9, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 9, 2024

Per the Title Report, the owner is: Fee simple is vested in Brenda Richards

Notes: I spoke to Brenda Richards 8/9/2024. She asked me to send notice to her son Octavian L. Richards. He takes care of mowing the property when he comes to town once a month.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1 Brenda Richards
1551 Navco Rd
Mobile AL 36605-2636

Owner – Subject address/ Location address –
Phone numbers 251-459-4951, 251-545-9086,
251-408-9284 good 2024

2 Brenda Richards
1547 Navco Rd
Mobile AL 36605-2623

LexisNexis address good 3/2024 – Mobile County
Revenue Commission mailing address good 2002
– 2021

3 Brenda Richards
576 Briar Ct N
Mobile AL 36608-8496

LexisNexis address good 2/2024 – Mobile County
Revenue Commission mailing address good 2022
– 2025

RELATIVE OF OWNER DUE TO OVER 70 YEARS OLD

4 Octavian L Richards
2470 Cheshire Bridge Rd NE Apt 2601
Atlanta, GA 30324 -4025

Owners Son and care taker of all her properties –
Phone number 404-394-2766, 404-202-1550 and
251-295-2619

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report:

5 State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132

State of Alabama vs Brenda L. Richards and Irvin
O Richards. (2 tax liens)
Account number: IIT-R004753410
Lien number 1757359616
Lien number 998338048

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: 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 **5661 HUNTER 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. 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 **5661 HUNTER STREET** described as:

TO FIND THE PT OF BEG BEG AT SW COR OF LOT 4 RICHARD
HUNTER SUB MBK 5 PG 164 PPTY LOCATED IN NW 1/4 OF SEC 10
T6S R2W TH RUN N 141 FT TO PT TH RUN E 189 FT TO PT OF BEG
CONT E 115 FT TO PT THEN RUN S 50 FT TO PT THEN RUN W 115
FT TH N 50 FT TO PT OF BEG #SEC 10 T6S R2W #MP38 02 10 2 000

Parcel Number: 38 02 10 2 000 105

Last Assessed to: PAYNE EDDIE & ROBERTA C/O LEODIS PAYNE

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

October 7, 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, October 15, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **5661 HUNTER STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **PAYNE EDDIE & ROBERTA C/O LEODIS PAYNE** 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: 38 02 10 2 000 105

COUNCIL DISTRICT 4 – BEN REYNOLDS

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

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

5661 HUNTER STREET

Property Details

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

Survey Results

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

Property Score

Score	63	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

2/5/24

Noted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 08/13/2024

Property Address: 5661 B Hunter Street

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 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



October 7, 2024

State of Alabama
County of Mobile

Subject Property – 5661 Hunter 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.

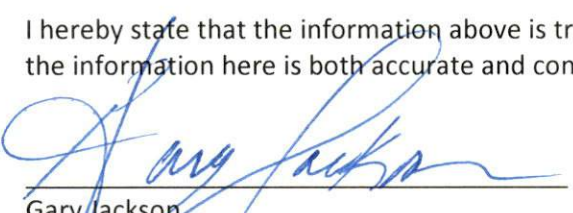
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 12 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet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

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

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

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

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



Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Leodis Payne, Jr.
5661-B Hunter Street
Theodore, AL 36582-2208

August 21, 2024

RE: **5661 B Hunter Street**
Project Number: ME-006-24

Dear Leodis Payne, Jr.:

On August 13, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 5661 B Hunter Street.

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

**TO FIND THE PT OF BEG BEG AT SW COR OF LOT 4 RICHARD
HUNTER SUB MBK 5 PG 164 PPTY LOCATED IN NW 1/4 OF SEC 10
T6S R2W TH RUN N 141 FT TO PT TH RUN E 189 FT TO PT OF BEG
CONT E 115 FT TO PT THEN RUN S 50 FT TO PT THEN RUN W 115
FT TH N 50 FT TO PT OF BEG #SEC 10 T6S R2W #MP38 02 10 2 000**

Parcel Number: 38 02 10 2 000 105

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 **October 10, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 10, 2024**, provide the Code Official with a work plan to accomplish the repairs by **October 10, 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 **October 10, 2024**, which is 45 days from the date of this NOTICE.

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

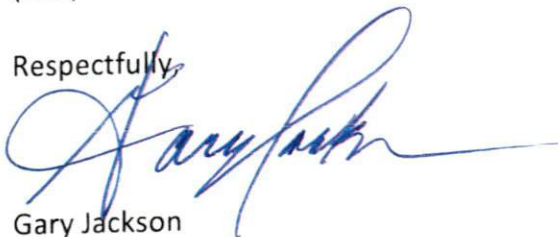
- IV. **NOTICE** is hereby given that on October 15, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property 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: 5661-B Hunter Street

Date: May 2, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 12, 2024

Per the Title Report, the owner is: Eddie Payne and Roberta Payne

Notes: Eddie Payne is deceased as of 9/3/2013 and Roberta Payne (aka Robirder Payne per obit) is deceased as of 2/13/2013. This property is the blight property with a mobile home. I contacted the License Commission on 3/22/2024 for assistance with the owner of the mobile home. They could not release information about the owner. Leodis Payne pays the property taxes. He advised that he does not own the mobile home and does not know who does. He wants the mobile home removed. He is heir to the property but not mobile home. I could only locate a small obit for Eddie Payne. I used LexisNexis for relatives.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Leodis Payne, Jr.
5661-B Hunter St
Theodore AL 36582-2208 | Subject/location property – son of owners – Lexis
Phone numbers 251-421-3786, 251-421-6793,
251-824-7787 and 251-421-0243 good 2024 |
| 2 | Leodis Payne, Jr.
PO Box 699
Irvington AL 36544-0699 | LexisNexis address good 11/2023 |
| 3 | Leodis Payne, Jr.
Melanie Payne
Kayla Payne
Kristopher Payne
11515 Irvington BLB Hwy
Irvington AL 36544-3333 | LexisNexis address good 2022 |
| 4 | Melanie Payne
9949 Bridgewater Dr S
Theodore AL 36582-7493 | Daughter of owners – LexisNexis address – Phone
numbers 803-840-1573 and 803-499-4696 |

- | | | |
|----|---|---|
| 5 | Tony Harris
Richard Harris
7031 Pope Ct
Theodore AL 36582-2114 | Grandsons of owners – LexisNexis address good
3/2024 – Phone numbers 251-348-5983, 251-554-
8477 good 2024 |
| 6 | Darlene Harris
7151 Old Military Rd
Theodore AL 36582-2151 | Granddaughter of owners – LexisNexis address
good 5/2024 – Phone number 251-653-1177 good
5/2024 |
| 7 | Stanley Harris
3074 Fendley Ave
Mobile AL 36606-5008 | Grandson of owners – LexisNexis address good
2/2024 – Phone numbers 251-404-7097, 251-753-
2044 good 2024 |
| 8 | Melanie Payne
9949 Bridgewater Dr S
Theodore AL 36582-7493 | Stepdaughter of owners – LexisNexis address no
date but possible current address – Phone
numbers 803-840-1573, 803-499-4696 good 2023
and 2024 |
| 9 | Cameron Payne
11530 Wright Rd Lot 1
Irvington AL 36544-3318 | Grandson of owners – LexisNexis address good
3/2024 – Phone numbers 251-303-4980, 251-222-
0891 good 2024 |
| 10 | Bernadette Patillo
3324 Orlando PL Apt C
Honolulu HI 96818-4263 | Granddaughter of owners – LexisNexis address
good 3/2024 – Phone number 251-295-8119 |
| 11 | India Brooks
9170 Churchula Georgetown Rd
Churchula AL 36521-3336 | Granddaughter of owners – LexisNexis address
good 3/2024 – Phone numbers 251-501-8583, 251-
421-3705 good 2024 |
| 12 | Kristopher Payne
PSC 3 Box 5353
APO AP 96266-0054 | Grandson of owners – LexisNexis address good
1/2024 – Phone number 803-840-1573, 803-499-
4696 good 2024 |

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

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1859 Jones Avenue

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1859 Jones Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1859 Jones Avenue** to be **\$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,200.00** shall constitute a special assessment against the property at structure **1859 Jones Avenue** and being that property more particularly described as follows:

LOT 2 BLK 3 JONES SUB DBK 156 N S P 362 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel No.: **29 02 44 0 023 136**

Owner: **BLACKMON DARRYL & ANNA BLACKMON
1905 LONG MEADOW RD
MOBILE AL 36609-7027**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 15, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1859 Jones Avenue**, for the proposed amount of **\$3,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 28, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-097-18

LOCATION:
1859 Jones Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 2 BLK 3 JONES SUB DBK 156 N S P 362 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: 29 02 44 0 023 136

Amount: ~~\$3,000.00~~ \$3,200.00

**Assessed: BLACKMON DARRYL & ANNA BLACKMON
1905 LONG MEADOW RD
MOBILE AL 36609-7027**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over a faint, larger signature.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman Cory Penn, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
952 Minor Street

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **952 Minor Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **952 Minor Street** to be **\$3,500.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,500.00** shall constitute a special assessment against the property at structure **952 Minor Street** and being that property more particularly described as follows:

**LOT 12 & 13 BLK 2 TOULMINVILLE HGTS DBK 130 PG 276 #SEC 44 TRS R1W #MP29
02 44 0 024**

Parcel No.: **29 02 44 0 024 048**

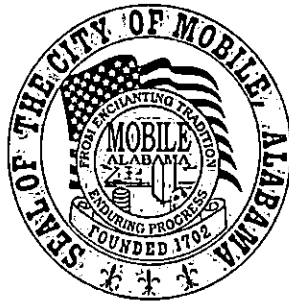
Owner: **SMITH WILLIE MURPHY & WILLIE
2909 BERKLEY AVE
MOBILE AL 36617-1624**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 15, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **952 Minor Street**, for the proposed amount of **\$3,500.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 28, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-130-23

LOCATION:
952 Minor Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 12 & 13 BLK 2 TOULMINVILLE HGTS DBK 130 PG 276 #SEC 44 T4S R1W
#MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 048
Amount: ~~\$ 3,300.00~~ *\$3,500.00*
Assessed: SMITH WILLIE MURPHY & WILLIE
2909 BERKLEY AVE
MOBILE AL 36617-1624

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the typed name.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman Cory Penn, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2150 Pleasant Avenue

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **2150 Pleasant Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **2150 Pleasant Avenue** to be **\$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,200.00** shall constitute a special assessment against the property at structure **2150 Pleasant Avenue** and being that property more particularly described as follows:

BEG AT A PT ON THE N/S OF PLEASANT AVE 155.7 FT ELY FROM THE NW COR OF OWENS LANE & PLEASANT AVE RUN TH NLY & PAR WITH OWENS LANE 188.5 FT RUN TH ELY & PAR WITH PLEASANT AVE 55.3 FT RUN TH SLY & PAR WITH OWENS LANE 188.5 FT TO THE N/S OF PLEASANT AVE TH WLY FROM THE N/L OF PLEASANT AVE 55.3 FT TO THE PLACE OF BEG BEING PT OF LOT 32 DIVISION 1 OF PLAT OF SURVEY BY JAMES DOWELL REC IN MISC BK B PG 175 BEING SAME PPTY ACQUIRED BY JOE THOMAS FOUNTAIN BY DEED FROM V M REYNOLDS DATED FEB 9 1945 REC DB

Parcel No.: **29 07 42 0 004 263**

Owner: **SMITH KENT L & PHILOMENA W SMITH
1659 VIRGINIA ST
MOBILE AL 36604-1029**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 15, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2150 Pleasant Avenue**, for the proposed amount of **\$3,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 28, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-053-23

LOCATION:
2150 Pleasant Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: BEG AT A PT ON THE N/S OF PLEASANT AVE 155.7 FT ELY FROM THE NW COR OF OWENS LANE & PLEASANT AVE RUN TH NLY & PAR WITH OWENS LANE 188.5 FT RUN TH ELY & PAR WITH PLEASANT AVE 55.3 FT RUN TH SLY & PAR WITH OWENS LANE 188.5 FT TO THE N/S OF PLEASANT AVE TH WLY FROM THE N/L OF PLEASANT AVE 55.3 FT TO THE PLACE OF BEG BEING PT OF LOT 32 DIVISION 1 OF PLAT OF SURVEY BY JAMES DOWELL REC IN MISC BK B PG 175 BEING SAME PPTY ACQUIRED BY JOE THOMAS FOUNTAIN BY DEED FROM V M REYNOLDS DATED FEB 9 1945 REC DBK 447 N S PG 40 #SEC 42 T4S R1W #MP29 07 42 0 004

Parcel Number: 29 07 42 0 004 263
Amount: ~~\$ 3,000.00~~ *\$3,200.00*

Assessed: SMITH KENT L & PHILOMENA W SMITH
1659 VIRGINIA ST
MOBILE AL 36604-1029

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman Cory Penn, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2434 Redmond Street

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **2434 Redmond Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **2434 Redmond Street** to be **\$2,250.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,250.00** shall constitute a special assessment against the property at structure **2434 Redmond Street** and being that property more particularly described as follows:

LOT 9 BLK B CEDAR RIDGE SUB MBK 5 P 407 #SEC 42 T4S R1W #MP29 07 42 0 003

Parcel No.: **29 07 42 0 003 117.xxx**

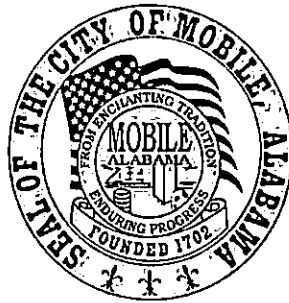
Owner: **MCKELLON IVORY G C/O KENNETH M KELLON
218 GARRISON AVE
MOBILE AL 36610-3806**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 15, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2434 Redmond Street**, for the proposed amount of **\$2,250.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 23, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-028-24

LOCATION:
2434 Redmond Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 9 BLK B CEDAR RIDGE SUB MBK 5 P 407 #SEC 42 T4S R1W #MP29 07 42 0 003

Parcel Number: 29 07 42 0 003 117.XXX

Amount: ~~\$2,050.00~~ \$2,250.00

**Assessed: MCKELLON IVORY G C/O KENNETH M KELLON
218 GARRISON AVE
MOBILE AL 36610-3806**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the typed name.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
360 W Highland Avenue

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **360 W Highland Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **360 W Highland Avenue** to be **\$2,199.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,199.00** shall constitute a special assessment against the property at structure **360 W Highland Avenue** and being that property more particularly described as follows:

LOT 11 BLK 1 ELIZABETH HGTS MBK 4 P 230 #SEC 44 T4S R1W #MP29 02 44 0 016

Parcel No.: **29 02 44 0 016 089.01**

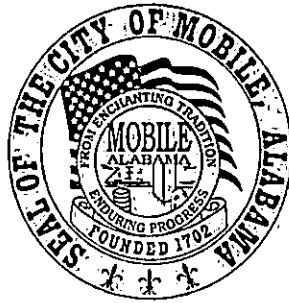
Owner: **KIDD MARY ELLA C/O EDNA BAILEY ALDRIDGE
358 W HIGHLAND AVE
MOBILE AL 36610-4734**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 15, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **360 W Highland Avenue**, for the proposed amount of **\$2,199.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 23, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-162-22

LOCATION:
360 W Highland Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: LOT 11 BLK 1 ELIZABETH HGTS MBK 4 P 230 #SEC 44 T4S R1W
#MP29 02 44 0 016**

Parcel Number: 29 02 44 0 016 089.01

Amount: ~~\$ 1,999.00~~ \$2,199.00

**Assessed: KIDD MARY ELLA C/O EDNA BAILEY ALDRIDGE
358 W HIGHLAND AVE
MOBILE AL 36610-4734**

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1508 Lemon Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1508 Lemon Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1508 Lemon Street** to be **\$2,484.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,484.00** shall constitute a special assessment against the property at structure **1508 Lemon Street** and being that property more particularly described as follows:

LOT 5 BLK 3 TROPICAL PL DBK 117 P 81 #SEC 8 T4S R1W #MP29 10 28 4 004

Parcel No.: **29 10 28 4 004 073**

Owner: **TODD TINA LASHELLE
C/O WAYNE INVESTMENT PROPERTIES LLC
968 BERNICE HUDSON DR
MOBILE AL 36605-4608**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **October 15, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1508 Lemon Street**, for the proposed amount of **\$2,484.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

August 23, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-125-23

LOCATION:
1508 Lemon Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 5 BLK 3 TROPICAL PL DBK 117 P 81 #SEC 8 T4S R1W #MP29 10 28 4 004

Parcel Number: **29 10 28 4 004 073**

Amount: ~~\$ 2,284.00~~ *\$2,484.00*

Assessed: TODD TINA LASHALLE C/O WAYNE INVESTMENT PROPERTIES LLC
968 BERNICE HUDSON DR
MOBILE AL 366005 - 4608

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through 20 described in the resolution adopted on the 10th day of **September, 2024**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through 20, as described in the resolution adopted on the 10th day of **September, 2024**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No. **1660** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

City Clerk

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #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: SEP 10 2024



ASSISTANT City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

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						

Handwritten signature: Gary Jackson 9-5-24
Marchetta Juite 9-5-24



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **October 7, 2024**

SUBJECT: REPEAT WEED LIEN GROUP **G-78**

Attached, please find Assessment Lists for Repeat Weed Lien Group **G-78**
to Acts of Alabama Number **2015-115** adopted **May 6, 2015** and Municipal Ordinance
Number

65-048, adopted **December 5, 2017** the following Resolution Dates is established:

LETTERS SENT OUT TO NUISANCE PROPERTY OWNERS' DATE:

8/2/2024

NUISANCE ASSESSMENT OF LOTS DATE:

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*****

ABATEMENT PHOTO DATE:

8/12/2024

Copy to: Marchetta Taite

		REPEAT WEED LIEN						
		CONTRACT NUMBER					5103	
		GROUP 78					Res. No.	
8/2/2024		1st REPEAT WEED LIEN LETTERS SENT					11-058	
10/15/2024		REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
		CONTRACT NUMBER						
			Old SRO	New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO
No.								
1	1214 Satchell St	1	39222	41159	8/29/2023	1	\$ 590.00	
2	866 Baltimore St	3		41160	11/9/2021	2	\$ 626.00	
3	2726 Emogene St	1		41161	12/5/2023	1	\$ 870.00	
4	0 Wealitty/Wellington	1		41162	10/4/2022	1	\$ 725.60	
	Par. No. (29 02 44 0 008 416.XXX)							
5	1513 Next St	1		41163	1/17/2023	1	\$ 50.00	CBO
6	1517 Next St	1		41164	1/17/2023	1	\$ 50.00	CBO
7	1957 Pleasant St	1		41165	8/31/2021	1	\$ 50.00	CBO
8	175 W I-65 Service Rd N	7		41166	8/29/2023	1	\$ 878.38	
9	713 Burden St	1		41168	11/7/2023	1	\$ 275.00	
10	1755 Duval St	3		41169	12/5/2023	1	\$ 481.00	
11	624 Patton St	2		41170	6/14/2022	1	\$ 275.00	
12	1464 Center St	2	39211	41171	6/14/2022	1	\$ 806.00	
13	409 Robbins St	2	38953	41172	1/23/2024	1	\$ 485.00	
14	404 Robbins St	2		41173	1/4/2022	1	\$ 345.00	
15	405 Robbins St	2		41174	1/4/2022	1	\$ 278.00	
16	3824 St Andrews Loop N	4	39197	41175	2/20/2024	1	\$ 50.00	CBO
17	1602 Roach St	1	38745	41176	10/19/2021	1	\$ 50.00	CBO
18	220 Abrams St	1	38352	41177	1/27/2024	1	\$ 275.00	
19	2353 Hart Ave	1	39239	41178	11/29/2022	1	\$ -	CBD
20	811 Dr Thomas Ave	2	37497	41179	11/29/2022	1	\$ 275.00	
Total							\$ 7,434.98	
District total for this group		Numbers of lots cut						
1	10			1	5			
2	6			2	6			
3	2			3	2			
4	1			4	0			
5	0			5	0			
6	0			6	0			
7	1			7	1			
	20				14			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								

Marchetta Date 10-8-24
 Gary Fisher 10-8-24



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

October 7, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **78** Item # **1**

Lot Description: **LOT 23 BLK 10 MECHEM & SAGES 2ND SUB OF LAFARGUE PLACE DBK 121/511 #SEC 44**
T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 364.XXX) 1214 SATCHEL ST

Nuisance Date: **8/2/2024**
Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,600	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 590.00

Shelia E. Dean
SECRETARY
Michael S. Sante
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

October 7, 2024

Lot Owner: **EDWARDS TAMIKA**
Address: **4827 OLD NATIONAL HWY PMB 11645**
City, State, Zip: **COLLEGE PARK, GA 30337**
Repeat Group Number: **78** Item # **2**

Lot Description: **COM AT PT OF N/S OF BALTIMORE ST DIS 173 FT ELY FROM NE COR OF WASHINGTON AVE & BALTIMORE ST & RUN TH ELY ALG N/L OF BALTIMORE ST 50 FT TH NLY & PAR WITH WASHINGTON AVE 120 FT TH WLY & PAR WITH BALTIMORE ST 50 FT TH SLY & PAR WITH WASHINGTON AVE 120 FT M/L TO POB BEING LOT 4 BLK A TERRY SUB MCQUILLAN TRT DBK 80/327 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 153.XXX) 866 BALTIMORE ST**

Nuisance Date: **8/2/2024**
Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,515	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 626.00

Shelia P. Dean
SECRETARY
Margherita Vento
INSPECTOR
Harry K. Kuhn
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
October 7, 2024

Lot Owner: **POWERS REBA L**
Address: **153 W BARATARA DR**
City, State, Zip: **CHICKASAW, AL 36611**
Repeat Group Number: **78** Item # **3**

Lot Description: **LOT 5 BLK G RESUB OF WESTLAWN MBK 4 P 516 #SEC 19 T4S R1W #MP29 08 19 4 001 (29 08 19 4 001 011.XXX) 2726 EMOGENE ST**

Nuisance Date: **8/2/2024**
Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,997	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	85	\$ 7.00	\$ 595.00
Total Project Cost:				\$ 870.00

Shelia Dean
SECRETARY
Margherita J. Tate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

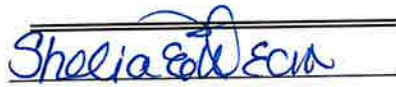
October 7, 2024

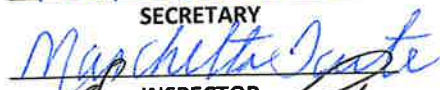
Lot Owner: **LEWIS ROOSEVELT J & CAROLYN D**
Address: **6026 FOREST GROVE DR**
City, State, Zip: **MONTGOMERY, AL 36117**
Repeat Group Number: **78** Item # **4**

Lot Description: **ALL THAT PAR OF LAND MORE PARTIC DESC AS LOT 23 ACRE HGTS #2 DBK 147 N S P 88 EXC STRIP OF LAND TO ILLINOIS CENTRAL GULF CO INC FOR R/W FOR SWITCH TRT #SEC 44 T4S R1W #MP29 02 44 0 008 (29 02 44 0 008 416.XXX) 0 WEALTHY/WELLINGTON ST**

Nuisance Date: **8/2/2024**
Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		45,008	\$ 0.0125	\$ 562.60
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 725.60


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

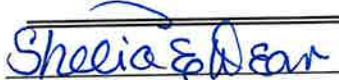
Repeat Lot Cleaning Invoice
October 7, 2024

Lot Owner: **JT PROPERTY MANAGEMENT LLC**
Address: **556 GWIN ST**
City, State, Zip: **MOBILE, AL 36617-3609**
Repeat Group Number: **78** Item # **5**

Lot Description: **LOT 12 GULLEY SUBDIVISION MBK 4 PAGE 181 (29 02 44 0 008 431.XXX) 1513 NEXT ST**

Nuisance Date: **8/2/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,900	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
October 7, 2024

Lot Owner: ALABAMA DEPT. OF REVENUE

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: P. O. BOX 327210

City, State, Zip: MONTGOMERY, AL 36132-7210

Repeat Group Number: 78 Item # 6

Lot Description: LOT 13-15 GULLEY SUBDIVISION MBK 4 PAGE 180 (29 02 44 0 008 430.XXX) 1517
NEXT ST

Nuisance Date: 8/2/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,900	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean

SECRETARY

Marcetha G. Gable

INSPECTOR

Randy Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

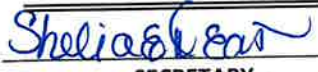
October 7, 2024

Lot Owner: **THOMAS ARTHUR**
Address: **909 KENNY ST**
City, State, Zip: **MOBILE, AL 36606-4714**
Repeat Group Number: **78** Item # **7**

Lot Description: **TO FIND THE POB, BEG AT SE COR OF STATON RD & PLEASANT AVE RUN N 71 DEG 18 MIN 50 SEC E ALG THE S/L OF PLEASANT AVE A DIS 1491.44 FT TO AN IRON MARKER FOR POB TH RUN S 18 DEG 41 MIN 10 SEC E A DIS OF 125 FT TH N 71 DEG 18 MIN 50 SEC E A DIS OF 69.92 FT TH N 18 DEG 20 MIN 20 SEC W DIS OF 125 FT TO S/L OF PLEASANT AVE TH S 71 DEG 18 MIN 50 SEC W ALG S/L OF PLEASANT AVE DIS OF 70.67 FT TO POB #SEC 42 T4S R1W #MP29 07 42 0 004 (29 07 42 0 004 309.XXX) 1957 PLEASANT AVE**

Nuisance Date: **8/2/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,248	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

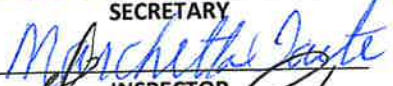
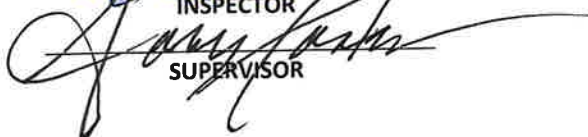
Repeat Lot Cleaning Invoice
October 7, 2024

Lot Owner: **JGL PROPERTIES LLC**
Address: **27375 E BEACH BLVD**
City, State, Zip: **ORANGE BEACH, AL 36561**
Repeat Group Number: **78** Item # **8**

Lot Description: **LOT A JGL SQUARE SUBDIVISION MBK 119 PG 125 (28 06 37 4 000 013.XXX)**
175 W-I65 SERVICE RD N/3210 ZIMLICH AVE

Nuisance Date: **8/2/2024**
Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		38,270	\$ 0.0125	\$ 478.38
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	50	\$ 7.00	\$ 350.00
Total Project Cost:				\$ 978.38


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

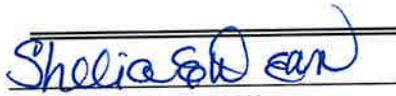
Repeat Lot Cleaning Invoice
October 7, 2024

Lot Owner: **JAMES ROBERT R**
Address: **520 WOODLORE DR**
City, State, Zip: **CHICKASAW, AL 36611**
Repeat Group Number: **78** Item # **9**

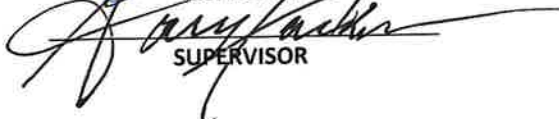
Lot Description: **LOT 173 REVISION & EXT TO LIBERTY PARK MBK 5 P 66 #SEC 07 T4S R1W #MP29 03 07 1 000 (29 03 07 1 000 007.XXX) 713 BURDEN**

Nuisance Date: **8/2/2024**
Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,500	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
October 7, 2024

Lot Owner: **PARRIS JERRAL**
Address: **2208 MAIN ST**
City, State, Zip: **ALTAMONT, TN 37301-4425**
Repeat Group Number: **78** Item # **10**

Lot Description: **LOT 3 BLK 2 RESUB OF BLK 2 AIR BASE PLACE MBK 4 PG 25 #SEC 36 T4S R1W #MP29
11 36 0 004 (29 11 36 0 004 074.XXXX) 1755 DUVAL ST**

Nuisance Date: **8/2/2024**
Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		12,480	\$ 0.0125	\$ 156.00
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 481.00

Shelia E. Dean
SECRETARY
Marchetta J. Tate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

October 7, 2024

Lot Owner: **FORD LOUISE, SALLIE ANN FORD**

& ELOUISE CAROL FORD

Address: **P. O. BOX 40932**

City, State, Zip: **MOBILE, AL 36640-0932**

Repeat Group Number: **78** Item # **11**

Lot Description: **LOTS 73 & 74 BLK 2 DIXIE PARK MBK 3 P 273 #SEC 25 T4S R1W #MP29 07 25 0 001
(29 07 25 0 001 015.XXX) 624 PATTON AVE**

Nuisance Date: **8/2/2024**

Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,750	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E. Dean

SECRETARY

Marquita Tate

INSPECTOR

Isaac Sampson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

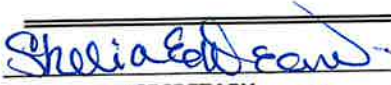
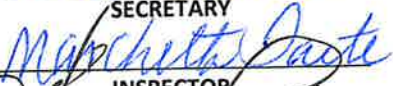
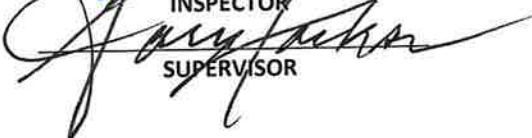
Repeat Lot Cleaning Invoice
October 7, 2024

Lot Owner: **BROWN FRANCES**
Address: **2715 MURRAY AVE APT 620**
City, State, Zip: **PITTSBURGH, PA 15217**
Repeat Group Number: **78** Item # **12**

Lot Description: **BEG AT PT ON N/S OF CENTER ST 324.5 FT E-LY FROM NE INT SEC OF CTR & CATHERINE STS AS SD INT IS PRESENTLY LOC RUN THEN ELY ALG N/L OF CTR ST 50 FT RUN TH NLY ALG LINE FORMING AN INT ANG OF 81 DEG 30 MIN WITH N/L OF CTR ST 204.5 FT TO PT RUN TH WLY ALG FENCE 49.67 FT TO PT RUN TH SLY & PAR WITH E/L OF PPTY HEREIN DESC 195.5 FT(D) 210 FT(S) TO N/L OF CENTER ST & POB BEING PT GRT SEC 25 #SEC 25 T4S R1W #MP29 07 25 0 005(29 07 25 0 005 174.XXX) 1464 CENTER ST**

Nuisance Date: **8/2/2024**
Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,451	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 806.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

October 7, 2024

Lot Owner: **BOUCHELION CONRAD CLOVIS**

C/O DOMINIC BOUCLELION

Address: **1123 ANNIE LN**

City, State, Zip: **MABLETON, GA 30126-1587**

Repeat Group Number: **78** Item # **13**

Lot Description: **LOT 1 BLK 3 LAFAYETTE HGTS DBK 133/420 #SEC 25 T4S R1W #MP29 07 25 0 002**
(29 07 25 0 002 360.XXX) 409 ROBBINS ST

Nuisance Date: **8/2/2024**

Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,646	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 485.00

Shelia E. Don
SECRETARY

Marcelle D. Tate
INSPECTOR

Ray J. Farkas
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
October 7, 2024

Lot Owner: **SONS REAL ESTATE INV**
Address: **107 CHATHAM ST**
City, State, Zip: **MOBILE, AL 36604-3011**
Repeat Group Number: **78** Item # **14**

Lot Description: **LOT 8 BLK 1 LAFAYETTE HGTS DBK 133 P 420 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 378.XXX) 404 ROBBINS ST**

Nuisance Date: **8/2/2024**
Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,344	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 345.00

Shelia E. Dean
SECRETARY
Michael J. Tate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
October 7, 2024

Lot Owner: **MAX DEVELOPMENTS INC**
Address: **210 2ND ST APT 3**
City, State, Zip: **ELKINS, WV 26241-4805**
Repeat Group Number: **78** Item # **15**

Lot Description: **LOT 3 BLK 3 LAFAYETTE HGTS DBK 133 NS P 420 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 362.XXX) 405 ROBBINS ST**

Nuisance Date: **8/2/2024**
Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,765	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 278.00

Shelice D. Sam
SECRETARY
Isaac Sampson
INSPECTOR
James L. Smith
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
October 7, 2024

Lot Owner: **MIROFUTURA INC**
Address: **8400 N SAM HOUSTON PKWY W STE 200**
City, State, Zip: **HOUSTON, TX 77064**
Repeat Group Number: **78** Item # **16**

Lot Description: **LOT 98 RIVIERE DU CHIEN COUNTRY CLUB & ESTS MBK 21 PG 74 #SEC 13 T5S R2W
#MP33 06 13 1 000 (33 06 13 1 000 012.XXX) 3824 SAINT ANDREWS LOOP N**

Nuisance Date: **8/2/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft	13342	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
CLERK

Marcelle Carter
INSPECTOR

Anthony Smith
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

October 7, 2024

Lot Owner: **MARSHALL FREDRICK A
& BRENDA L MARSHALL**
Address: **1624 HAND AVE**
City, State, Zip: **WHISTLER, AL 36612-1762**
Repeat Group Number: **78** Item # **17**

Lot Description: **LOTS 7 & 8 BLK 10 LINCOLN PARK 2 MBK 4/284 GRT SEC 44 T4S R1W #SEC 44 T4S R1W
#MP29 02 44 0 012 (29 02 44 0 012 223.XXX) 1602 ROACH ST**

Nuisance Date: **8/2/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft	11,495	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean

SECRETARY

Marchetta Tate

INSPECTOR

Sam Facka

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

October 7, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **78** Item # **18**

Lot Description: **COMG NW COR LOT 15 BLK 1 INGATE PLACE DBK 106 PG 86 RUN S ALG E/S EAST ST 92 FT TO BEG THEN E RIGHT ANGLE TO EAST ST 150 FT THEN S PAR TO EAST ST 46 FT THEN W RIGHT ANGLE TO EAST ST 150 FT THEN N ALG E/S EAST ST 46 FT TO BEG #SEC 18 T4S R1W #MP29 08 18 2 003 (29 08 18 2 003 090.XXX) 220 ABRAMS ST**

Nuisance Date: **8/2/2024**
Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,900	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E. D. Saw
SECRETARY

Marchetta Spivey
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
October 7, 2024

Lot Owner: **EDWARDS HENRY JAMES JR**
Address: **865 CHIN ST**
City, State, Zip: **MOBILE, AL 36610-4196**
Repeat Group Number: **78** Item # **20**

Lot Description: **LOT 28 BLK 2 HAPPY HILL SUB MBK 4 P 431 GRT SEC 44 T4S R1W #SEC 44 T4S R1W
#MP29 02 44 0 017 (29 02 44 0 017 102.XXX) 811 DR THOMAS AVE**

Nuisance Date: **8/2/2024**
Date lot was cut: **9/25/2024** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,775	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E. D. Row
SECRETARY

Monchetta J. Smith
INSPECTOR

Isaac Sampson
SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 78** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **October 2024 – Termica Lucy Stokes (Employee #19180)**
Public Works (Parks & Recreation - Community Centers)

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

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(s):

August 2024 FFOM - Firefighter Ian K. Westerfield (Emp #20183)

September 2024 FFOM - Fire Service Driver Robert J. Ching (Emp #16664)

These employees are to be commended for their exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

Ian Westerfield was hired on 10/22/22. He was assigned to EA11 as a new, young firefighter. In his short time in this career, he has been trained in skills such as CPR, Rescue Breathing, First Aid among other things. He has gained some valuable experience throughout the city. Ian is an energetic employee who is eager to learn. There are unfortunate times when we are put in a situation that requires our skills and training to override our emotions. On 6/15/24, while off duty and eating dinner out with his family, Ian became aware that his step-father was unconscious around the corner. When his step-father suddenly went into cardiac arrest, Ian jumped right into action providing First -Aid/CPR as 911 was called. When Rescue 26 and Engine company 11 arrived on scene, Ian continued to assist them in providing ALS Protocols. At a time when someone is having a serious medical emergency, and emotions are running high. He kept the focus and attention to the duties that need to be performed as the patient was a love one. During this time Ian was able to stay calm and resort back to his training and provide life-saving care. Because of Ian's actions assisting rescue 26 and engine 11 they were able to revive the patient and transport him to a local hospital. His ability to stay focused and perform his duties shows true competence and professionalism. His character and determination to continue learning will remain an asset towards those he serves.

Bobby Ching is a shining example of leading from your current position. Bobby always looks out for the best interest of the public, the department and the crew. When we recently had a car stuck in high water, he was the first to volunteer to help the occupant out. He did this so that the crew would not have wet shoes for the rest of the shift. Bobby continually looks to improve those around him. For example, every time a recruit does a ride out, he spends almost 2 hours with them going over the engine and EMS compartment. He has been instrumental to me as a leader on the truck. He consistently keeps a sharp eye on things and brings it to my attention. Bobby is not only dedicated to the job but, he loves it. His passion for being a Firefighter is evident in how he carries himself, how he takes care of the engine, and how helps those around him be successful. These traits are becoming harder and harder to find. Bobby epitomizes what we want our Firefighters to be and this shining example is why I recommend him for Firefighter of the month.

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:

September 2024: Officer Austen King

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 15, 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:

46-1000

2024

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that
Ivis Avenue be given the honorary name of "Mr. & Mrs. Eddie Lee Hines, Sr. Way".

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Attached



AGENDA ITEM SUMMARY SHEET

Agenda of: October 15, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor
Cory Penn, Councilmember

Purpose and Scope of Project:

Authorize the execution of the Purchase and Sale Agreement and to accept the deed when prepared, from The Newark Group, Inc., for vacant land on Poplar Street for the Mobile Greenway Initiative Segment 5, of 3.27 ± acres of vacant land, Mobile Greenway Initiative Segment 5, located on Three Mile Creek and off Poplar Street, Mobile, Alabama 36607, tax Parcel Number 29 07 23 0 001 010/Key Number 01577957.

Amount of Contract:

\$27,800 plus closing costs

Funding Source

2000-2000-47100

ATTACHMENTS:

1. CAP Sum Sheet Newark
2. Purchase and Sale Agreement
3. Resolution Land for TMC - Newark

REVIEWERS:

Stacey Howard
Carleen Stout
Brenda Rhodes
Chris Kern
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP MOBILE GREENWAY INITIATIVE

CAPITAL PROJECT # C0291

DATE OF RECEIPT

DEPT. PROJECT # na

PROJECT DESCRIPTION Land Acquisition for the Three Mile Creek Greenway

Recreational Trail. (SEGMENT 5)

CONTRACT AMOUNT \$ 27,800.00

plus Closing costs

VENDOR NAME Surety Land Title Inc

VENDOR NUMBER 294264

DEPT # 2045

DEPT NAME Programs and Projects Management

CONTRACT ADMINISTRATOR Jennifer Greene

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

NonContractual

Land Acquisition

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:

[Signature]

Date 10/9/2024

Revised 5/16/2022 Tiffany Hollins

STATE OF ALABAMA

COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024 by and between **The Newark Group, Inc.** of 57 Freeman Street, Newark, NJ 07105, hereinafter referred to as "Seller" and, **CITY OF MOBILE**, an Alabama municipal corporation, hereinafter referred to as "Buyer."

RECITALS:

WHEREAS, this purchase is contingent on the approval and consent of the Mobile City Council;

WITNESSETH:

That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell and Buyer promises to purchase "AS IS, WHERE IS" and subject to the terms and conditions contained below, that certain real property owned by Seller situated in the City of Mobile in Mobile County, Alabama, consisting of an approximately 3.27 ± acres, a vacant lot ("Property"), and more particularly described on Exhibit "A," attached hereto and made a part hereof.

1. PURCHASE PRICE

The total Purchase Price for the Property shall be TWENTY SEVEN THOUSAND, EIGHT HUNDRED AND NO/100 (\$27,800.00) DOLLARS.

2. TERMS OF PAYMENT

Buyer shall pay to Seller in cash at the closing the sum of be TWENTY SEVEN THOUSAND, EIGHT HUNDRED AND NO/100 (\$27,800.00) DOLLARS.

3. CLOSING AND POSSESSION

This sale shall be closed at Surety Land Title Inc., 5909 Airport Blvd., Mobile, AL 36608 on or before thirty (30) days after all terms and conditions herein have been satisfied and complied with and after all paperwork has been delivered, reviewed, and accepted by the parties ("Closing Date"). Seller shall provide the Special Warranty Deed. Buyer shall pay any fees or taxes for recordation of the deed. In the event Buyer does not close on the property, Buyer shall make available to Seller any environmental study Buyer has performed on the property. Buyer shall pay any closing fee charged by the title company. Each party shall be responsible for its cost of legal representation, if any.

4. TITLE AND CONVEYANCE

At the closing, Seller shall convey to Buyer by Special Warranty Deed the indefeasible estate in fee simple to the Property, free and clear of all liens and encumbrances and subject only to the following:

- (a) Current ad valorem taxes not yet due and payable at the time of closing.
- (b) Standard exceptions of title insurance commitments issued within the State of Alabama.

5. COMMITMENT FOR TITLE INSURANCE

Within ten (10) days from the date of the complete execution of this Agreement, Buyer, at Buyer's expense, shall obtain commitment for title insurance from Surety Land Title Inc., in the full amount of the purchase price, said commitment shall obligate its issuer to provide an Owner's Guaranty of Title subject only to the matters set out in Paragraph 4 above.

6. BUYER'S CONDITIONS PRECEDENT TO CLOSING

This Agreement is subject to and conditioned upon Buyer satisfying itself to the following:

I. Due Diligence

Buyer shall have ninety (90) days from the complete execution of this Agreement to perform all studies and tests as Buyer deems necessary for Buyer's intended project ("Due Diligence Period"). In the event that during the Due Diligence Period all conditions are found to be acceptable, at Buyer's sole discretion, Buyer shall notify Seller in writing to proceed to closing. Should Buyer so proceed, sale shall be closed as provided in Paragraph 3 above. If on or before the expiration of the Due Diligence Period Buyer determines that the Property is not acceptable to Buyer for any reason whatsoever in Buyer's sole and absolute discretion, then Buyer shall have the unqualified right, at its election, to cancel and terminate this Agreement by written notice delivered to Seller on or before the expiration of the Due Diligence Period, whereupon this Agreement shall be deemed canceled and terminated and neither Seller nor Buyer shall have any further obligation or liability to the other hereunder.

II. Property Inspection

Seller grants Buyer and/or Buyer's agents the right to go upon the subject property and conduct such soil, engineering, environmental, and other tests, as Buyer deems desirable. Buyer shall pay all costs associated with any testing. Buyer shall not commit any waste of said property and shall be responsible for restoring the property to its original condition.

Seller is not in possession or aware of any tests, studies, inspections, reports, surveys, maps, drawings, or any pertinent information to the subject property.

7. RISK OF LOSS

Pending the close of this transaction, the risk of loss or damage shall be on the Seller. At closing Seller shall deliver to Buyer possession of the Property in substantially the same condition as on the date of this Agreement.

8. DISCLAIMER

Neither Buyer nor Seller has relied upon, been given, or offered any legal advice or opinions by real estate agents or brokers in connection with this Agreement or in the preparation thereof, nor are agents or brokers to be held liable for any condition or non-performance of this Agreement.

9. PRORATIONS

The current ad valorem taxes are to be prorated as to the Closing Date.

10. WAIVERS AND OTHER AGREEMENTS

This Agreement shall constitute the entire agreement between the Seller and the Buyer as to the subject matter of this Agreement, and all other agreements between Seller and Buyer concerning the same, written or

verbal, of any kind whatsoever are superseded and replaced by this Agreement. Any party hereto may waive any condition or requirement in favor of said party, or any default or defect in the performance of any other party hereto by giving notice of such waiver in writing to all parties hereto.

11. NOTICES

All notices, deliveries, or tenders given or made in connection herewith shall be deemed complete and legally sufficient if in writing and if delivered or mailed by U.S. First Class Mail, postage prepaid, and deposited in a post office in the continental United States, or by facsimile with verification of transmission or email with delivery receipt and properly addressed to the respective party for whom same is intended, to wit:

To the Seller:

The Newark Group, Inc.
425 Winter Rd.
Delaware, OH 43015
Attn: Greg Layer, Director Global Real Estate

To the Buyer:

City of Mobile, Real Estate Dept.
P.O. Box 1827, 4th Floor
Mobile, AL 36633-1827
Attn: Real Estate Department

12. HEADINGS

The numbered headings herein written are for the purposes of easy reference only and have no other application or effect.

13. SPECIAL PROPERTY ASSESSMENT

All special property assessments that have become a lien on the subject Property prior to the date of closing shall be paid by the Seller without proration.

14. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of Alabama, and jurisdiction and venue for any dispute shall be Mobile County, Alabama.

15. BINDING EFFECTS

The covenants herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, executors, successors and assigns of the respective parties hereto.

16. TIME

Time is of the essence with this Agreement.

17. CONSTRUCTION OF AGREEMENT

All provisions of this Agreement have been subject to full and careful review by and negotiation between Buyer and Seller. 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.

18. NON-DISCRIMINATION.

Buyer 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.

19. IMMIGRATION.

By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. 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.

20. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller represents and warrants that:

- (i) Seller is the sole owner of the property and will execute the deed and such other documents reasonably necessary to transfer ownership upon approval of City Council.
- (ii) Seller is aware of no pending or threatened condemnation or similar or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated;
- (iii) To Seller's knowledge, the Property is not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any applicable laws pertaining to health or the environment;
- (iv) To Seller's knowledge, no portion of the Property is affected by any special assessments, whether or not constituting a lien thereof.
- (v) To the best of Seller's knowledge, being that of Gary Martz, EVP and Greg Layer, Global Directory of Real Estate & BIC, no hazardous substances or solid wastes have been disposed of or otherwise released on the Property. At execution of this agreement Seller shall furnish to Buyer copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Land, if any. Seller has not used, nor authorized, nor allowed the use of the Land for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property.
- (vi) Seller is a validly formed and existing corporation. Seller's shareholders, Board of Directors, other governing body, and/or officers, as required under Seller's governance documents, has/have approved the execution and performance of this Agreement. The execution and performance of this Agreement will not be in violation of Seller's articles of incorporation, by-laws, or any other like governing documents, and will not violate the terms of any other agreement to which Seller or any affiliate thereof is a party relating to the Property.
- (vii) There are no leases or other agreements under which others have rights of possession in any portion of the Property; and, to Seller's knowledge there are no other parties in possession of any part of the Property.

These representations and warranties shall be true from execution of this Agreement through closing and are a material inducement for the Buyer in entering into and closing this Agreement.

21. CONDITION OF PROPERTY

- (I) BUYER AGREES THAT BUYER IS PURCHASING THE PROPERTY IN ITS AS IS AND WHERE IS CONDITION. BUYER ACKNOWLEDGES THAT BUYER HAS INSPECTED THE PROPERTY, OR WILL HAVE SO INSPECTED THE PROPERTY PRIOR TO THE CLOSING DATE IN ACCORDANCE WITH SECTION 3, AND THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE SPECIAL WARRANTY DEED, SELLER HAS MADE NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF EVERY KIND AND CHARACTER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, HABITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR OTHER UTILITIES (PUBLIC OR PRIVATE), THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE AT, IN, ON, UNDER OR ABOUT THE PROPERTY. NO RESPONSIBILITY IS ASSUMED BY SELLER WITH RESPECT TO THE PRESENT OR FUTURE CONDITION OF THE PROPERTY; AND SELLER SHALL NOT BE LIABLE FOR ANY DEFECT IN THE PROPERTY WHETHER PATENT OR LATENT, ORDINARY OR EXTRAORDINARY, FORESEEN OR UNFORESEEN.
- (II) IN THIS REGARD AND TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT BUYER REALIZES, ACKNOWLEDGES AND AGREES THAT FACTUAL MATTERS NOW UNKNOWN TO BUYER MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES CONTAINED HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON BY BUYER IN LIGHT OF THAT REALIZATION AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER AND THE OTHER RELEASED PARTIES FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES. BUYER ACKNOWLEDGES AND AGREES THAT THE ACKNOWLEDGMENTS, AGREEMENTS, WAIVERS, AND RELEASES BY BUYER SET FORTH HEREIN ARE A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT AND TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THAT WITHOUT SUCH ACKNOWLEDGMENTS, AGREEMENTS, WAIVERS AND RELEASES, SELLER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.
- (III) THE PROVISIONS OF THIS SECTION 21 SHALL SURVIVE THE CLOSING DATE.

[Signatures on following two pages.]

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed, this instrument, as of the day and year first above written.

SELLER: The Newark Group, Inc.

BY *A. Post* Date 10 / 9 /2024

Aaron Post, As Its Vice President

STATE OF OHIO

COUNTY OF DELAWARE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Aaron Post whose name as Vice President of The Newark Group, Inc., signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, he, in his capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 9 day of OCTOBER, 2024.



Gregory Michael Layer
Notary Public, State of Ohio
My Commission Expires 10-17-26

Gregory Michael Layer
Notary Public
My Commission Expires:

BUYER: CITY OF MOBILE

BY _____ Date ____/____/2024

William S. Stimpson, As Its Mayor

ATTEST:

Lisa C. Lambert, as City Clerk

Exhibit "A"

Mobile, AL 36607

KEY NO. – 01577957

PARCEL NO – 29 07 23 0 001 010

LEGAL DESCRIPTION FROM MOBILE COUNTY REVENUE COMMISSION:

Beginning at the northwest corner of May Street & Poplar Street, Thence north along the west line of May Street 279' (scaled) to the center line of Three Mile Creek, Thence north west along the center line of Three Mile Creek 429' (scaled), Thence south 510' (scaled) to a point on the north line of Poplar Street, Thence east along the north line of Poplar Street 350' (scaled) to the Point of Beginning.



RESOLUTION

Sponsored by: Mayor Stimpson, Mayor and Cory Penn, Councilmember

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized to execute Purchase and Sale Agreement and to accept the Deed, when prepared, for the acquisition of 3.27 ± acres of vacant land, Mobile Greenway Initiative Segment 5, located on Three Mile Creek and off Poplar Street, Mobile, Alabama 36607, tax Parcel Number 29 07 23 0 001 010 / Key Number 01577957, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the price of \$27,800.00 plus closing costs.

Said property is being conveyed to the City of Mobile by The Newark Group, Inc.

Be it resolved that the Executive Director of Finance be and is authorized and directed to issue payment in the amount of the sales price plus closing costs, less prorated share of property taxes payable to title company, Surety Land Title Inc.

Be it further resolved that the Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the purchase of said property.

Adopted :

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: History Museum of Mobile – Softwash, Gulf Coast
Exploreum – Softwash,
Telecommunications Building - Softwash

CAPITAL PROJECT #: C0985 (20002000-48010), C0986 (20002000-48010),
C0987 (20002000-48010)

CONTRACT AMOUNT: \$27,600.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-065-23

PROJECT DESCRIPTION: Softwash/clean the exterior of the History Museum,
Exploreum,
and Telecommunications Buildings

VENDOR NAME: Ransom Cleaning Service,
LLC

VENDOR
NUMBER: 299335

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 II Date: 09/30/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: October 15, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Softwash/clean the exterior of the History Museum, Exploreum, and Telecommunications Buildings

Amount of Contract:

\$27,600.00

Funding Source

C0985 TELECOM BUILDING SOFTWASH (20002000-48010)

C0986 GULF COAST EXPLOREUM SOFTWASH (20002000-48010)

C0987 HISTORY MUSEUM OF MOBILE SOFTWASH (20002000-48010)

ATTACHMENTS:

1. MU-065-23_Routing pack
2. REVISED CAP CONTRACT SUMMARY SHEETS

REVIEWERS:

Emma Dean

Cassie Boatwright

Brenda Rhodes

Chris Kern

James Barber

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: Ransom Cleaning Service, LLC

Project Name: History Museum of Mobile – Softwash
Gulf Coast Exploreum – Softwash
Telecommunications Building - Softwash

Project Number: MU-065-23

Amount: \$27,600.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: History Museum of Mobile – Softwash, Gulf Coast Exploreum – Softwash, Telecommunications Building - Softwash

CAPITAL PROJECT #: C0985 (20002000-48010), C0986 (20002000-48010), C0987 (20002000-48010)

CONTRACT AMOUNT: \$27,600.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-065-23

PROJECT DESCRIPTION: Softwash/clean the exterior of the History Museum, Exploreum, and Telecommunications Buildings

VENDOR NAME: Ransom Cleaning Service, LLC

VENDOR NUMBER: 299335

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 II Date: 09/30/2024



09.27.2024

11:18AM

Dear Council Members:

Attached to this memo is an agreement between the RANSOM CLEANING SERVICES and the City of Mobile, for the project titled "History Museum of Mobile - Softwash, Gulf Coast Exploreum – Softwash Telecommunications Building - Softwash" in the amount of \$27,600.00.

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 Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Russell, Jody

Architectural Engineer
Architectural Engineering
(251) 208-1083

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2023
District:	



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

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

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

Ransom Cleaning Service, LLC
3537 DeSirrah Drive
Mobile, AL 36618

City of Mobile Business License Number: 104372
Secretary of State Registration Number: 000-018-670

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

History Museum of Mobile - Softwash
111 S Royal St
Mobile, AL 36602
MU-065-23
Scope – Soft wash exterior vertical surfaces

Gulf Coast Exploreum - Softwash
65 Government St,
Mobile, AL 36602
MU-065-23
Scope – Soft wash exterior vertical surfaces

Telecommunications Building - Softwash
107 South Royal Street
Mobile, AL 36602
MU-065-23
Scope – Soft wash exterior vertical surfaces

The Architect:
(Name, legal status, address and other information)
Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
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6	DISPUTE RESOLUTION
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than Forty Five (45) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twenty Seven Thousand Six Hundred and 00/100 Dollars (\$ 27,600.00.00), subject to additions and deductions as provided in the Contract Documents.

Gulf Coast Exploreum

Base Bid: \$10,200.00
Contingency Allowance: \$1,000.00
Total Bid: \$11,200.00

Telecommunications Building

Base Bid: \$5,100.00
Contingency Allowance: \$1,000.00
Total Bid: \$6,100.00

History Museum of Mobile

Base Bid: \$9,300.00
Contingency Allowance: \$1,000.00
Total Bid: \$10,300.00

Total Base Bid All Three Buildings: \$27,600.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance Gulf Coast Exploreum: One Thousnad and 00/100 (\$1,000.00)

Contingency Allowance Telecommunications Building: One Thousnad and 00/100 (\$1,000.00)

Contingency Allowance History Museum of Mobile: One Thousnad and 00/100 (\$1,000.00)

(Table deleted)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents

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are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Ransom Cleaning Service, LLC has completed the contract for MU-065-23, History Museum of Mobile - Softwash, 65 Government Street Mobile, AL 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Willie Ransom, Owner
3537 DeSirrah Drive
Mobile, AL 36618
vransom@ransomcleaningservice.com
251-689-6678

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of

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Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .6 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property Damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
Included or ☒ Not Applicable.
 - I. Underground Hazard:
Included or ☒ Not Applicable.
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence

Init.

- B. Property damage \$1,000,000 each occurrence; or,
 - C. Bodily Injury and Property damage \$1,000,000 combined single limit
- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 - B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 - C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 - D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 - E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

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The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

Init.

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User Notes:

(963795312)

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§ 8.6

(Paragraphs deleted)

Indemnification:

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
	The History Museum of Mobile	July 10, 2024
A31	Exterior Elevations	July 10, 2024
A32	Exterior Elevations	July 10, 2024
A41	Building Sections	July 10, 2024
A42	Building Sections	July 10, 2024
	The Exploreum	July 10, 2024
A201	First Floor Plan	July 10, 2024
A204	Roof Plan	July 10, 2024
A300	Exterior Elevations	July 10, 2024
A301	Exterior Elevations	July 10, 2024
A302	Exterior Elevations	July 10, 2024
A303	Exterior Elevations	July 10, 2024
A351	Building Sections	July 10, 2024
RA-201	Revised Floor Plans	July 10, 2024
RA-301	Revised Elevations	July 10, 2024

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User Notes:

A3	Telecommunications Building	July 10, 2024
A4	Exterior Elevations	July 10, 2024
	Exterior Elevations	July 10, 2024

.4 Specifications

Section	Title	Date
04010	Cleaning And Softwash Of Exterior Surfaces	July 10, 2024

.5 Addenda, if any:

Number	Date
Addendum 1	July 19, 2024
Addendum 2	July 26, 2024

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703
	with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-
	AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax

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User Notes:

- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Init.

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Ransom Cleaning Service, LLC

OWNER (Signature)

CONTRACTOR (By Signature)

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

Willie Ransom, Owner
(Printed name and title)

ATTEST:

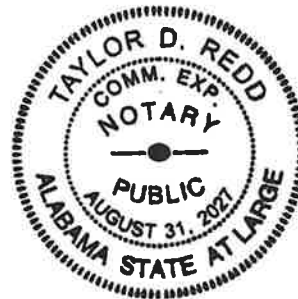
City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Willie Ransom as Owner of Ransom Cleaning Service, 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 9th day of September, 20 24.

NOTARY PUBLIC

My Commission Expires: 8-31-27



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User Notes:

EXHIBIT A
SCOPE OF WORK

History Museum of Mobile

Softwash

Project #MU-065-23

The Contractor will clean and softwash all exterior surfaces of the History Museum, Exploreum, and Telecommunications Buildings.

END OF SCOPE OF WORK



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. 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

FORM 1: Background and Plan

Company	Ransom Cleaning Service
Address	3537 DeSirrah Dr Mobile, AL 36618
Telephone	251-689-6678
E-Mail	vransom@ransomcleaningservice.com

RFP/RFQ Solicitation Number	MU-065-23
Project Description	History Museum of Mobile - Softwash
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 29 Female 41 Minority 61 Non-minority 9 SDVO
	Total #of Employees 70

Subcontractor/Major Supplier Plan submitted by:

Printed Name: N/A

Signature: _____ Date: _____

Title: _____

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: _____

Page 2 of 5
Subcontractor/Supplier Plan

4/5/2021



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

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Name		Your Bid/Proposal Amount \$	
07	/ 25 / 2024	Description	History Museum of Mobile - Software

Date:

Name of Bidder/Proposer: NA

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: Ransom Cleaning Service

Contact Person: Willie Ransom

Phone 251-689-6678

Email vransom@ransomcleaningservice.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. _____

_____ We will not use a subcontractor or a major supplier for this work. We would qualify as a DBE if we applied for the certification.



Ransom Cleaning Service, LLC	
Entity ID Number	000-018-670
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	07/06/2011
Registered Agent Name	RANSOM, WILLIE C JR
Registered Office Street Address	3570 WHITESTONE DR SEMMES, AL 36575
Registered Office Mailing Address	3570 WHITESTONE DR SEMMES, AL 36575
Nature of Business	COMMERCIAL JANITORIAL SERVICE
Organizers	
Organizer Name	LEGALZOOM.COM INC.
Organizer Street Address	101 N BRAND BLVD 11TH FLOOR GLENDALE, CA 91203
Organizer Mailing Address	101 N BRAND BLVD 11TH FLOOR GLENDALE, CA 91203
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/11/2011 Certificate of Formation 3 pgs.

[New Search](#)



Company ID Number: 2522970

Approved by:

Employer Ransom Cleaning Service	
Name (Please Type or Print) Willie C Ransom	Title
Signature Electronically Signed	Date 09/06/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/06/2024



Company ID Number: 2522970

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Ransom Cleaning Service
Company Facility Address	2088 Venetia Rd Mobile, AL 36605
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	203280580
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2024

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102	CONTACT NAME: Lisa Conn PHONE (A/C, No, Ext): 817-336-2377 FAX (A/C, No): 817-347-6981 E-MAIL ADDRESS: LConn@higginbotham.net
INSURED Ransom Cleaning Service, LLC 3537 Desirrah Dr. S. Mobile AL 36618	INSURER(S) AFFORDING COVERAGE INSURER A: Frankenmuth Mutual Insurance Company INSURER B: Benchmark Insurance Company INSURER C: Auto-Owners Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 864891614**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 ☒ BI/PD Ded:\$250 ☒ Contractual ** GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			6640540	10/13/2023	10/13/2024	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 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			4796289400	1/18/2024	1/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			6640540	8/27/2024	10/13/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
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 Y	N/A	WC-044-0035145-2024A	2/27/2024	2/27/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The Umbrella Liability policy is follow form of underlying of General Liability.

See Attached...

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

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Ransom Cleaning Service, LLC 3537 Desirrah Dr. S. Mobile AL 36618
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The Worker's Compensation policy includes the following excluded officers: Will Ransom

** Contractual Liability

Project name: History Museum of Mobile - Softwash Project Number: MU-065-23

The General Liability and Auto Liability are on a Primary Non-Contributory basis.

The Auto Liability policy includes an additional insured endorsement that provides additional insured status to the certificate holder.

Auto Liability and Workers Compensation policies have been endorsed to provide a Waiver of Subrogation in favor of the certificate holder.

The General Liability, Auto Liability and WC policies include an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder.

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: TELECOM BUILDING - SOFTWASH

CAPITAL PROJECT # C0985 DATE OF RECEIPT

DEPT. PROJECT # MU-065-23

PROJECT DESCRIPTION SOFTWASH/CLEAN THE EXTERIOR OF THE +

TELECOM BUILDING

CONTRACT AMOUNT \$ 6,100.00

VENDOR NAME RANSOM CLEANING SERVICE, LLC

VENDOR NUMBER 299335

DEPT # 3032 DEPT NAME ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR CASSIE BOATWRIGHT

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 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: *TJ Bussell* Date 10/10/2024

10/10/24
Avail \$6,100.00
(6,100.00)
0.00 Bal

Revised 5/16/2022 Tiffany Hollins

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: GULFCOAST EXPLOREUM - SOFTWASH

CAPITAL PROJECT # C0986 DATE OF RECEIPT _____

DEPT. PROJECT # MU-065-23

PROJECT DESCRIPTION SOFTWASH/CLEAN THE EXTERIOR OF THE +

GULFCOAST EXPLOREUM

CONTRACT AMOUNT \$ 11,200.00

VENDOR NAME RANSOM CLEANING SERVICE, LLC

VENDOR NUMBER 299335

DEPT # 3032 DEPT NAME ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR CASSIE BOATWRIGHT

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 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:  Date 10/10/2024

10/10/24
C0986 Avail \$ 11,200.00
(11,200.00)

Revised 5/16/2022 Tiffany Hollins

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: HISTORY MUSEUM OF MOBILE - SOFTWASH

CAPITAL PROJECT # C0987 DATE OF RECEIPT _____

DEPT. PROJECT # MU-065-23

PROJECT DESCRIPTION SOFTWASH/CLEAN THE EXTERIOR OF THE +

HISTORY MUSEUM

CONTRACT AMOUNT \$ 10,300.00

VENDOR NAME RANSOM CLEANING SERVICE, LLC

VENDOR NUMBER 299335

DEPT # 3032 DEPT NAME ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR CASSIE BOATWRIGHT

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 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 10/10/2024

C0987 10/10/24 Avail \$10,300.00
(10,300.00)
\$ 0.00 Bal

Revised 5/16/2022 Tiffany Hollins



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 15, 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 amendment to extend term of agreement with McElhenney Construction, LLC for Engineering Services.

Amount of Contract:

Change Order: \$1,217,650.54; Current Contract: \$906,795.21; Revised Contract: \$2,124,445.75

Funding Source

C0844

ATTACHMENTS:

1. 2024-3005-07 2024 City of Mobile Annual Storm Drain Maintenance (McElhenney Construction, LLC) change order

REVIEWERS:

Jessica White
Nicholas Amberger
Brenda Rhodes
Chris Kern

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ENGINEERING DEPT. 3005

DATE OF REQUEST: _____

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: McELHENNEY CONSTRUCTION, LLC

DISTRICT#: Select Item.

DEPT. PROJECT#: 2024-3005-07

REQUEST: Please add / subtract \$ 1,217,650.54 from Capital Project#/Title:

C0844 - MISC. DRAINAGE SYSTEM REPAIRS
to contract# 4850

Total amount of Change Order: \$ 1,217,650.54

Current contract amount: \$ 906,795.21

Revised contract amount: \$ 2,124,445.75

Comments: STORMWATER FEE PROJECT - RENEWAL OF
ANNUAL ON-CALL MAINTENANCE CONTRACT.


Employee signature


Approval signature

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council members Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, the CITY entered into a contract dated January 30, 2024, with McElhenney Construction, LLC. for storm drain repairs on the project known as 2024 City of Mobile Annual Storm Drain Maintenance (COM Project No. 2024-3005-07); and

WHEREAS, the original contract amount was \$906,795.21 for a task order and unit priced based contract for annual on-call storm drain maintenance for a term of one year with a renewable clause of one or two additional one-year periods; and

WHEREAS, the original contract was awarded by competitive bid and the term option is being extended without any change in scope or in unit prices, but only additional funding approved for \$1,217,650.54, increasing the original agreement to a total of \$2,124,445.75; 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 for and on behalf of the City of Mobile, the Amendment to Extend Term of Agreement with McElhenney Construction, LLC, attached hereto. A copy of said Amendment is on file in the office of the City Clerk.

Adopted:

City Clerk

AMENDMENT TO EXTEND TERM OF 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 McElhenney Construction, LLC, a corporation qualified to do business in Alabama (hereinafter "Contractor").

RECITALS

WHEREAS City and Contractor are parties to that certain Contract dated January 30, 2024 (the "Agreement"), which Agreement provides for unit priced on-call storm drain maintenance at various locations within the City limits, in the contract not to exceed amount of \$906,795.21; and

WHEREAS the Agreement provides in Item IX, Articles of Agreement, that the Agreement shall remain in effect one year from the effective date of execution of the Agreement, but may be extended by mutual agreement of the parties, contingent on the allocation of additional funding for further work; and

WHEREAS the City and the Contractor desire to extend the term of the Agreement for an additional one year, and to increase the not to exceed compensation of the contract by the additional amount of \$1,217,650.54, and to ratify and adopt all other terms of the Agreement as originally agreed upon, specifically including the scope and unit prices included therein; now therefore

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein, the work performed by Contractor and funds paid by City in exchange therefore, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:
2. Item IX (24) of the Agreement is amended such that the first sentence is removed and replaced as follows: "The Term of the contract shall extend until January 30, 2026."
3. Item IX (1) is amended such that the estimated total dollar amount shall be increased by the amount of \$1,217,650.54, for a total Agreement amount of \$2,124,445.75.
4. The Agreement and all of its provisions shall remain in effect and unchanged in all other respects not otherwise stated specifically herein.

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

McElhenney Construction, LLC

William S. Stimpson, Mayor

An authorized signatory

Josh M'Elhenney President
Name and Title (Printed or Typed)

Date

10-9-24
Date

ATTEST:

City Clerk

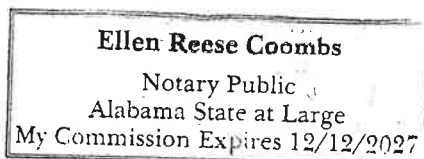
STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that
Josh McElhenney, as an authorized signatory for McElhenney Construction, LLC 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 9th day of October,
2024.

(SEAL)



Notary Public
My Commission Expires: 12/12/27

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: 2024 City of Mobile Annual Storm Drain Maintenance

PROJECT NUMBER: 2024-3005-07

The attached change order number 1 to contract with
McElhenney Construction Co, LLC.

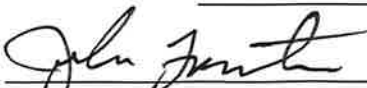
dated January 30, 2024 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- 3. Emergencies arising during the course of the work.
- 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

 X 5. See attached letter.

 6. Other: _____

REMARKS: _____



ENGINEER OR CONSULTANT

City Engineer



October 8, 2024

City of Mobile
Engineering & Infrastructure
Nick Amberger, P.E.
PO Box 1827
Mobile, AL 36633

**RE: 2024 City of Mobile Annual Storm Drain Maintenance
City of Mobile Project No. 2024-3005-07**

Dear Mr. Amberger,

Enclosed are the supporting documents for Contract Amendment No. 1 for the above referenced contract. This project, funded through the City of Mobile's stormwater fee, is an on-call, task order driven maintenance contract based on unit prices. It was competitively bid. The contractor has successfully executed numerous task orders and is nearing the end of existing funding and the within the contract term limit of January 30, 2025. The contract contains a renewal clause which states the contract may be renewed under the existing terms, conditions and unit prices contingent upon the obligation of available funds. Said funds are now available through stormwater fee funding.

Adding funding to this type of unit price contract without re-bidding is acceptable under public works bid law because the scope is not changing and the unit prices are not changing. Moreover, the prices are reasonable, the work is necessary, and re-bidding would cause a time delay, additional administrative costs and very likely higher per unit prices from new bidders.

We are requesting the renewal of this contract for the continued maintenance improvements of the City's drainage infrastructure. This renewal will increase the funding by \$1,217,650.54 and will extend the contract term through January 30, 2026.

If you have any questions or need additional information, please do not hesitate to contact our office at 251-208-7243.

Sincerely,



John Forrester, P.E.

Assistant City Engineer



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 15, 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 Gulf States Distributors for 63 cases of .223 Rem Federal LE Tru rifle ammunition for MPD.

Amount of Contract:

\$19,845.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241007 Gulf Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 15 October 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Gulf States Distributors

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gulf States Distributors for 63 cases of .223 Rem Federal
LE Tru rifle ammunition for MPD .
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$19,845.00

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: AL 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>96</u>	2025	(1530) POLICE ADMIN SERVICES	63 CASES .223 REM FEDERAL LE TRU RIFLE AMMUNITION FOR MPD (AL STATE CONTRACT)	\$19,845.00	<u>(078918) GULF STATES DISTRIBUTORS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000096-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor
 GULF STATES DISTRIBUTORS
 6000 EAST SHIRLEY LANE

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MONTGOMERY, AL 36117

MOBILE, AL 36608

Tel#800-223-7869
 Fax 334-279-9267

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/02/24	078918				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE AND AL STATE CONTRACT MA230000004087 AMMUNITION RIFLE, .223, 55 GRAIN HI-SHOK SOFT POINT, 500 ROUNDS/CASE, FEDERAL T223A, NO SUBS. Vendor Item Inventory Item/Loc 10393	63.00 CASE	315.00000	19845.00
-----	---	---------------	-----------	----------

1	1000.30.15.1530.1530.1530.0000.0000.47020.			19845.00
---	--	--	--	----------

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD
 MOBILE, AL 36608

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD
 MOBILE, AL 36608

[Requisition Link](#)

Requisition Total	19845.00
-------------------	----------

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

Account	Amount	Remaining Budget
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000096-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved
--	--

Page 2

Vendor
 GULF STATES DISTRIBUTORS
 6000 EAST SHIRLEY LANE

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MOBILE, AL 36608

MONTGOMERY, AL 36117

Tel#800-223-7869
 Fax 334-279-9267

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/02/24	078918				POLICE ADMIN SERVICES

Account 1000.30.15.1530.1530.1530.0000.0000.47020. POLICE ADMIN SERVICES EXP	Amount Remaining Budget 19845.00 12746480.96 EQUIPMENT (LESS THAN \$5000)
--	---

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

Activity	Date	Clerk	Comment
Approved	10/07/24	DONALD ROSE	Auto approved by: 910520704
Approved	10/07/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	10/07/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	10/07/24	SAMANTHA COOLEY	
Approved	10/07/24	LONELL HARRIS	Auto approved by: 910520704
Approved	10/07/24	ANNE FOLEY	Auto approved by: 910520704
Approved	10/07/24	JOHN PAINE	Auto approved by: 910520704
Approved	10/07/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature

[Print](#)[Close](#)

Contract Header

Contract
Ammunition Statewide MA

Supplier
Gulf States Distributors Inc

Linked Solicitation
Ammunition - Statewide

Type
Master Agreement

Contract Code
MA230000004087

Sourcing Number
SRC0000015325

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610
1 Record(s)			

Supplier Contact

First name	Last name	Email	Phone
Tommy	Trammell	Tommy@gulfstatesdist.com	334-271-2010
1 Record(s)			

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
7/1/2023

End Date
6/30/2025

Documents

• Master_Agreement_V1.pdf

Items

Item Name	Product Code	UOM
Federal - Ammunition Discount: 20%	I1_1	0.00 Case
Hornady - Ammunition Discount: 35%	I1_2	0.00 Case
PMC - Ammunition Discount: 15%	I1_3	0.00 Case
Speer - Ammunition Discount: 20%	I1_4	0.00 Case
Combined Tactical Systems (CTS) - Ammunition Discount: 5%	I1_5	0.00 Case
Any Manufacturer/Brands Not listed - All Remington Ammunition Discount: 20%	I1_7	0.00 Case



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 15, 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 Precision Delta Corp for 601 cases of Winchester 9mm training and duty ammunition for MPD.

Amount of Contract:

\$102,249.54

Funding Source

General fund.

ATTACHMENTS:

1. 20241007 Precision Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 15 October 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 Precision Delta Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Precision Delta Corp for 601 cases of Winchester 9mm
training and duty ammunition for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$102,249.54

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: AL State contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>89,90,136</u>	2025	(1530) POLICE ADMIN SERVICES	601 CASES WINCHESTER 9MM TRAINING AND DUTY AMMUNITION FOR MPD (AL STATE CONTRACT)	\$102,249.54	<u>(293984)</u> <u>PRECISION</u> <u>DELTA CORP</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00000089-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
PRECISION DELTA CORP
P O BOX 128

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

RULEVILLE, MS 38771

MOBILE, AL 36608

Tel#662-756-2810
Fax 662-756-2591

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
10/02/24	293984				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

001	AS PER YOUR QUOTE AND AL STATE CONTRACT MA230000004088			
	AMMUNITION/WINCHESTER, 9MM LUGER,	301.00	128.04000	38540.04
	124 GRAIN FMJ, (TRAINING) (USA9MM)	CASE		
	500 RNDs PER CASE			
	Vendor Item			

1	1000.30.15.1530.1530.1530.0000.0000.47020.			38540.04
---	--	--	--	----------

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

[Requisition Link](#)

Requisition Total	38540.04
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.47020.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000089-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor
 PRECISION DELTA CORP
 P O BOX 128

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

RULEVILLE, MS 38771

MOBILE, AL 36608

Tel#662-756-2810
 Fax 662-756-2591

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/02/24	293984				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
POLICE ADMIN SERVICES EXP	38540.04	12748745.96
EQUIPMENT (LESS THAN \$5000)		

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

Activity	Date	Clerk	Comment
Approved	10/07/24	DONALD ROSE	Auto approved by: 910520704
Approved	10/07/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	10/07/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	10/07/24	SAMANTHA COOLEY	
Approved	10/07/24	LONELL HARRIS	Auto approved by: 910520704
Approved	10/07/24	ANNE FOLEY	Auto approved by: 910520704
Approved	10/07/24	JOHN PAINE	Auto approved by: 910520704
Approved	10/07/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature

=====	=====
Bill To	Requisition 00000090-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
PRECISION DELTA CORP
P O BOX 128

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

RULEVILLE, MS 38771

MOBILE, AL 36608

Tel#662-756-2810
Fax 662-756-2591

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
10/02/24	293984				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001	AS PER YOUR QUOTE AND AL. STATE CONTRACT # MA230000004088		
	AMMUNITION/WINCHESTER, 9MM LUGER,	150.00	176.99000
	147 GRAIN, T-SERIES (DUTY) (RA9T)	CASE	26548.50
	500/CASE		
	Vendor Item		

1	1000.30.15.1530.1530.1530.0000.0000.47020.	26548.50
---	--	----------

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

[Requisition Link](#)

Requisition Total	26548.50
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.47020.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000090-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved
--	--

Page 2

Vendor
 PRECISION DELTA CORP
 P O BOX 128

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

RULEVILLE, MS 38771

MOBILE, AL 36608

Tel#662-756-2810
 Fax 662-756-2591

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/02/24	293984				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
POLICE ADMIN SERVICES EXP	26548.50	12748745.96
EQUIPMENT (LESS THAN \$5000)		

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

Activity	Date	Clerk	Comment
Approved	10/07/24	DONALD ROSE	Auto approved by: 910520704
Approved	10/07/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	10/07/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	10/07/24	SAMANTHA COOLEY	
Approved	10/07/24	LONELL HARRIS	Auto approved by: 910520704
Approved	10/07/24	ANNE FOLEY	Auto approved by: 910520704
Approved	10/07/24	JOHN PAINE	Auto approved by: 910520704
Approved	10/07/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature

=====	=====
Bill To	Requisition 00000136-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
PRECISION DELTA CORP
P O BOX 128

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

RULEVILLE, MS 38771

MOBILE, AL 36608

Tel#662-756-2810
Fax 662-756-2591

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
10/02/24	293984				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

AS PER YOUR QUOTE AND AL STATE CONTRACT # MA230000004088			
001 AMMUNITION/WINCHESTER, 9MM LUGER,	150.00	247.74000	37161.00
115 GRAIN FMJ (TRAINING) NO	CASE		
RELOADS, 1000 ROUNDS/CASE, NO			
SUBSTITUTE. ITEM USA9MMVP			
Vendor Item			

1 1000.30.15.1530.1530.1530.0000.0000.47020.	37161.00
--	----------

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

[Requisition Link](#)

Requisition Total	37161.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.47020.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000136-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved
--	--

Page 2

Vendor
 PRECISION DELTA CORP
 P O BOX 128

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

RULEVILLE, MS 38771

MOBILE, AL 36608

Tel#662-756-2810
 Fax 662-756-2591

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/02/24	293984				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
POLICE ADMIN SERVICES EXP	37161.00	12748745.96
EQUIPMENT (LESS THAN \$5000)		

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

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Approved	10/07/24	LONELL HARRIS	Auto approved by: 910520704
Approved	10/07/24	ANNE FOLEY	Auto approved by: 910520704
Approved	10/07/24	JOHN PAINE	Auto approved by: 910520704
Approved	10/07/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature



Contract: MA230000004088 - Ammunition Statewide MA



Contract Header

Contract Ammunition Statewide MA	Type Master Agreement
Supplier Precision Delta Corp	Contract Code MA230000004088
Linked Solicitation Ammunition - Statewide	Sourcing Number SRC0000015325

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610
1 Record(s)			

Supplier Contact

First name	Last name	Email	Phone
GINGER	STILLIONS	ginger@precisiondelta.com	6627562810
Ginger	Stillions	ginger@precisiondelta.com	6627562810
2 Record(s)			

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date 7/1/2023	End Date 6/30/2025
-------------------------------	------------------------------

Documents

- Master_Agreement_V1.pdf

Items

Item Name	Product Code	UOM
Winchester - Ammunition Discount: 51%	I1_6	0.00 Case



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 15, 2024

Submitted by:

Jackie Byerley, Office Manager-Mobile Tennis Center

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Tennis Teaching Pro for private lessons and Clinics at the Mobile Tennis Center

Amount of Contract:

\$80,000

Funding Source

Funding comes from payments made by customers.

ATTACHMENTS:

1. Georgiana Patrasc Tennis Teaching Pro Resolution
2. GEORGIA PATRASC CONTRACT

REVIEWERS:

Jackie Byerley

Donna Bryars

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Georgiana Patrasc to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed \$80,000 per year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk



Professional Services Contract City of Mobile

Mobile Tennis Teaching PRO

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this ____ day of _____ 2024, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Georgiana Patrasc (sometimes hereinafter Contractor), the parties agree as follows:

WHEREAS, the parties wish to enter into a professional services contract for the purpose of professional tennis services for tennis lessons/clinics;

WHEREAS, the Contractor is engaged in the business of teaching lessons/clinics;

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached Exhibit A, Statement of Work. To the extent that the terms of Exhibit A are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract shall not exceed \$80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months unless terminated early.

IV. GENERAL PROVISIONS

- A. **Records.** Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.
- B. **No City partnership.** Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.
- C. **Agency.** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.
- D. **Assignment.** Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.
- E. **Ordinance compliance.** Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- F. **Non-discrimination.** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- G. **Early contract termination.** Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. **Breach.** In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. **Indemnity.** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. **Representatives and notices.** The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Georgiana Patrasc
3813 Shelley Drive
Mobile, AL 36693

L. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including, without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

- L. **Modifications.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.
- M. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.
- N. **Governing law.** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.
- O. **Licenses and Permits.** Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.
- P. **Immigration law.** The contractor 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. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, 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 there from.
- Q. **Anti-Boycott.** By signing this contract, 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.
- R. **Certification and Insurance.** Contractor will obtain and maintain a current SafePlay certification, United States Professional Tennis Association (USPTA) or Professional Tennis Registry (PTR) certification, general liability insurance with coverage to include the City of Mobile as an additional insured, and Cardiopulmonary Resuscitation (CPR)/Automated External Defibrillator (AED) certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY _____
Its City Clerk

Georgiana Patrasc
Georgiana Patrasc, Tennis Professional

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Georgiana Patrasc, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of October, 2024

SEAL

Notary public Margaret Kay Reed

MY COMMISSION EXPIRES: 6/27/26

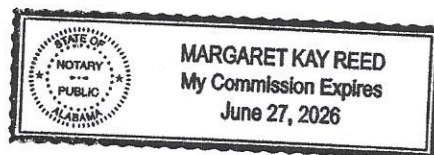


Exhibit A

Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.
4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.
5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.
6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so (see agreement).
8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.
10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays \$30.00 (1-6 STUDENTS) 85% to Instructor= \$25.50

1 HOUR

Customer Pays \$60.00 {1-6 STUDENTS} 85% to Instructor= \$51.00

Customer Pays \$70.00 (7-8 STUDENTS) 85% to Instructor= \$59.50

Customer Pays \$80.00 {9-12 STUDENTS} 85% to Instructor=\$68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

\$30.00 {1-6 STUDENTS}

*1 HOURS

\$60.00 {1-6 STUDENTS}

\$70.00 {7-8 STUDENTS}

\$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

1. City retains 15% of amount collected for Private Group Clinic Instruction
2. Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
3. Rate cannot be lower than a Private Lesson Instructor Rate
4. Private Clinic hours do not count as part of the Public Clinic Instruction requirement in



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2024

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 Correll Insurance Group of Hilton Head PO Box 6869 Hilton Head Island SC 29938		CONTACT NAME: Michele Reitz PHONE (A/C, No, Ext): (843) 785-7733 E-MAIL ADDRESS: mreitz@correllhhi.com FAX (A/C, No):	
INSURED Professional Tennis Registry, Inc. Professional Pickleball Registry, Inc. Professional Platform Tennis Registry, Inc. PO Box 2516 Zephyr Hills FL 33539		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES

CERTIFICATE NUMBER: 2024-2025 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2584296	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	☐ 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 \$ 10,000			PHUB875223	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

[Job #: 200 Job Type:]
141553 - Certificate Holder is listed as Additional Insured # 200 with respect to Member # 141553 - Georgiana Patrasc, 3813 Shelley Drive, Mobile AL 36693

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

Angela Bryant



CAPITAL CONTRACT SUMMARY SHEET

NA



AGENDA ITEM SUMMARY SHEET

Agenda of: October 15, 2024

Submitted by:

Jackie Byerley, Office Manager-Mobile Tennis Center

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Stringing Tennis Racquets for the Mobile Tennis Center

Amount of Contract:

\$80,000

Funding Source

Paid by customer

ATTACHMENTS:

1. T. SCHOFIELD RESOLUTION
2. T. SCHOFIELD CONTRACT

REVIEWERS:

Jackie Byerley
Donna Bryars
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Tyler Schofield to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed \$80,000 per year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk



Professional Services Contract City of Mobile

Racket Stringing PRO

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this ____ day of _____ 2024, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Tyler Schofield (sometimes hereinafter Contractor), the parties agree as follows:

WHEREAS, the parties wish to enter into a professional services contract for the purpose of professional tennis services to string rackets;

WHEREAS, the Contractor is engaged in the business of stringing rackets;

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached Exhibit A, Statement of Work. To the extent that the terms of Exhibit A are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract shall not exceed \$80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months unless terminated early.

IV. GENERAL PROVISIONS

- A. **Records.** Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.
- B. **No City partnership.** Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.
- C. **Agency.** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.
- D. **Assignment.** Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.
- E. **Ordinance compliance.** Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- F. **Non-discrimination.** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- G. **Early contract termination.** Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. **Breach.** In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. **Indemnity.** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. **Representatives and notices.** The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
TYLER SCHOFIELD
8178 Cindy Circle
Martinville, Indiana 46151

L. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including, without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

- L. **Modifications.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.
- M. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.
- N. **Governing law.** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.
- O. **Licenses and Permits.** Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.
- P. **Immigration law.** The contractor 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. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, 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 there from.
- Q. **Anti-Boycott.** By signing this contract, 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Tyler Schofield
TYLER SCHOFIELD/Tennis Racket Professional

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that **TYLER SCHOFIELD**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17th day of Sept, 2024



[Signature]
Notary public

MY COMMISSION EXPIRES: 04/26/2024

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY _____
Its City Clerk

Exhibit A
Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.
3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.
5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.
6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
7. City will pay Contractor \$15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.
8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 15, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

None

REVIEWERS:

Lana Gauthier

Lana Gauthier



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: October 15, 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 Nanceen Alexander

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Alexander

REVIEWERS:

Rebecca Barfield

Chris Kern

James Barber

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 Nanceen Alexander, 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: October 15, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

stimpson

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Muhummad Al Sheikh

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Al Sheikh

REVIEWERS:

Rebecca Barfield

James Barber

Chris Kern

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 Muhammad Al Sheikh, 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: October 15, 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 Byron Cobb

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Cobb

REVIEWERS:

Rebecca Barfield

James Barber

Chris Kern

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 Byron Cobb, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

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CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: October 15, 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 Mark Jones

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - M Jones

REVIEWERS:

Rebecca Barfield

Chris Kern

James Barber

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 Mark Jones, 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

WPDocs\D002\P006\00131630.doc



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 15, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. PSA Water St Buyer 10.10.24
2. Resolution for Purchase and Sale Agreement with One Water LLC

REVIEWERS:

Lana Gauthier

Lana Gauthier

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is made and entered into by and between THE CITY OF MOBILE (hereinafter referred to as “**Seller**”) and ONE WATER, LLC, an Alabama Limited Liability Company, or its assigns (hereinafter referred to as “**Purchaser**”) on the Effective Date (as defined below).

BACKGROUND:

Resolution [REDACTED] was approved for 10 N. Water Street to be marketed for sale with the intent of commercial development for a community impact. Starting August 10, 2023, for a 30-day period, the City of Mobile posted the property and advertised a Request for Proposals to purchase and develop 10 N. Water Street (“**RFP RE-23-004**”). The City Clerk’s office held a public opening of proposal submissions on September 13, 2023, in the atrium of Government Plaza. On November 3, 2023, the City of Mobile notified Purchaser in writing that its proposal (“**Proposal**”) has been selected and recommended for award of the redevelopment project.

Purchaser intends to build a mixed use hotel, office, condominium, and retail project on the Property that provides waterfront access to Purchaser’s invitees (“**Project**”) generally in accordance with the Proposal, as the parties recognize the renderings contained therein have not been designed or engineered.

WITNESSETH:

1. **Property.** That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell and Purchaser promises to purchase, subject to the terms and conditions contained below, that certain real property depicted on **Exhibit A** (the “**Property**”), together with all of Seller’s right, title and interest in and to the improvements, any easements benefitting the Property and tangible personal property located thereon, if any, owned by Seller and situated in the City of Mobile, Mobile County, Alabama. The Property consists of (a) approximately 1.8 acres commonly known as 10 N. Water Street, Mobile, AL 36602 (described in **Exhibit B**, which also includes additional submerged lands shown on **Exhibit C**, (b) the parcel between the land described in (a) and Water St. (a portion of Key #00736886), (c) the area between the south lot line of the land described in (a) and the convention center building, and (d) the area between the land described in (c) and Water Street. For clarity, the Property includes all shaded areas on the 2nd page of **Exhibit B** and said “additional submerged lands” includes the area between the mean high tide/water’s edge (as shown on **Exhibit C**) and the submerged lands conveyed to Seller by instrument recorded at Real Property Book 3704, Page 490 as shown on **Exhibit C** (the “**Submerged Gap Area**”). The parties acknowledge Seller may not have valid title to the Submerged Gap Area due to avulsion (or other events) that have changed the mean high tide line, and that Seller will need to obtain a Patent (as defined below) from the State of Alabama granting the Submerged Gap Area to Seller as set forth herein.

2. **Purchase and Sale.** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and pay for the Property from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties hereto that the Property is being sold “AS IS, WHERE IS” with no express or implied warranties of any sort, except for any warranty of title set forth in the Statutory Warranty Deed (as defined below) executed pursuant hereto or otherwise set forth herein. IN PARTICULAR, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3. **Purchase Price.** The purchase price (the “**Purchase Price**”) for the Property shall be Three Million Three Hundred Twenty Thousand and No/100 Dollars (\$3,320,000.00). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein.

4. **Earnest Money.** Within seven (7) business days of the Effective Date, Purchaser shall deposit with Anders, Boyett, Brady & Smith (hereinafter referred to as the “**Escrow Agent**”) the sum of Ten Thousand Dollars (\$10,000.00) (the “**Earnest Money**”). The Earnest Money shall be held by Escrow Agent in accordance with the terms of this Agreement. Escrow Agent shall hold the Earnest Money in a non-interest-bearing account. If this Agreement is terminated, canceled, or rescinded, the Earnest Money shall be refunded to Purchaser or paid over to the Seller as liquidated damages as further provided herein and the parties shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

5. **Survey and Title.**

5.1 **Survey.** Seller, at Seller's expense, shall on or before the Effective Date, provide Purchaser with an ALTA land boundary, improvement and topographical survey of the Property, including all improvements within 50 feet of the Property located on the adjacent properties (the “**Survey**”) with permanent corner pins in place, prepared from an on-the-ground inspection by a land surveyor registered in the State of Alabama, showing thereon the correct legal description of the Property, and showing the location of all easements, rights-of-way, and adjacent roadways on and/or to the Property, the existing topography of the Property to the centerline of adjacent rights-of-way, and certifying to Purchaser that no improvements situated on or adjacent to the Property are the subject of encroachments or overlaps and that the survey has been prepared in compliance with applicable law and ALTA requirements for extended coverage owner's title insurance. The Survey shall also include a separate legal description of the Submerged Gap Area. In the event the Survey discloses any matters which are objectionable to Purchaser, the Purchaser shall notify the Seller in writing of such objections, which shall be subject to the provisions of Section 5.3 hereof.

5.2 **Seller's Title.** On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's expense, may obtain a title commitment issued by Escrow Agent, which shall provide a commitment to insure title to the Property on the full-coverage, standard, revised ALTA Owner's Policy of title insurance, Form B (the “**Title Commitment**”) in the amount of the Purchase Price. At the Closing, Seller shall deliver to Purchaser a statutory warranty deed for the Property, or such deed as may be agreed to by the parties for the

Property (the “**Statutory Warranty Deed**”), with insurable fee simple title to the Property subject only to the Permitted Exceptions, as hereafter defined. Notwithstanding the foregoing sentence, the Statutory Warranty Deed shall contain a reversionary clause pursuant to which the title to the Property will revert to Seller, at Seller’s option and upon repayment of the Purchase Price by the Seller to the Purchaser (less incentive or other payments, if any, made by Seller to Purchaser other than as provided in Sections 13.1.1 and 13.1.2), if the Purchaser has not initiated Substantial Construction (as defined below) of the Project within five (5) years from the date of sale of the Property to Purchaser by Seller. “**Substantial Construction**” means the Purchaser has entered into a binding construction contract with its construction contractor for construction of the Project in accordance with the Project Development Agreement, if any, and the Plans and Drawings (as defined below) and has provided the required notice to proceed pursuant to such construction contract, the building permit for the Project has been obtained, the contractor has adequately mobilized on the site and commenced material construction on the foundation and/or pilings, and the Purchaser certifies that construction is anticipated to diligently proceed. Within a reasonable period after Purchaser’s written request for acknowledgement that Substantial Construction has timely occurred, and after Seller’s verification of the same, Seller shall record a notice of termination of reversionary interest in the records of the Office of Judge of Probate of Mobile County, Alabama, in a form and substance mutually agreeable by the parties.

5.3 Title and Survey Objections. With respect to title and survey matters, Purchaser shall notify Seller in writing of Purchaser’s disapproval of any particular item (the “**Objection Notice**”) no later than ten (10) days prior to the expiration of the Inspection Period. Matters in the Title Commitment and/or Survey that are not objected to by Purchaser shall be deemed Permitted Exceptions (defined below). Seller shall elect whether to cure or attempt to cure Purchaser's objections set forth in the Objection Notice within ten (10) business days after Purchaser's Objection Notice. If no such notice is received, Seller shall be deemed to refuse to cure the items set forth in the Objection Notice. Seller shall have until the date which is five (5) business days prior Closing to cure the objections set forth in the Objection Notice with respect to which Seller has elected to cure and for which the cure is not payment of money which Seller has elected to cure at Closing via the closing statement, provided that Seller shall be obligated to remove all Monetary Liens (as defined below) at or prior to Closing, whether or not objected to by Purchaser. Seller shall have the right to undertake to eliminate or modify all unacceptable matters described in the Objection Notice to the satisfaction of Purchaser. In the event Seller elects (or is deemed to have elected) not to cure any one or more of Purchaser's objections set forth in the Objection Notice, Purchaser shall be entitled to: (i) waive the particular objection which shall become a Permitted Exception (as defined below) and continue under the terms of this Agreement without any reduction in the Purchase Price associated with the uncured objection; or (ii) terminate this Agreement whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement. The term “**Permitted Exceptions**”, as used herein, shall mean (i) the title exceptions listed in Schedule B of the Title Commitment and matters shown on the Survey which Purchaser approves or is deemed to approve pursuant to this Section 5.3; and (ii) any documents specifically contemplated by this Agreement to be recorded at or prior to Closing. Purchaser shall have until the Closing

Date in which to re-examine title to the Property and in which to give Seller written notice of any additional objections to title created after the effective date of the Title Commitment. Notwithstanding anything herein to the contrary, in no event shall (i) any monetary encumbrance, judgment, lien, mortgage, deed of trust, mechanic's lien, or other security interest evidencing monetary encumbrances (other than liens for non-delinquent real estate taxes or assessments) arising or created as a result of the acts or omissions of Seller, or any party claiming by, through or under Seller (collectively, "**Monetary Liens**") constitute a Permitted Exception, and any Monetary Liens shall be discharged by Seller, at Seller's sole cost and expense, prior to or at the Closing.

5.4 Inspection Period. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Property, following the Effective Date of this Agreement and through the date of Closing, to inspect the Property, to conduct environmental and other non-invasive physical inspections and testing, including, but not limited to, Phase I Environmental Site Assessment, soil, engineering, "wetlands" and other tests, investigations and analyses of the Property as Purchaser deems appropriate and, provided further, that any invasive testing or inspections shall require that the Purchaser first provide two (2) days advance written notice to the Seller. All such inspections, testing and surveying shall be performed in a good and workmanlike manner, and Purchaser shall restore the Property to substantially the same condition in which it existed immediately prior to such inspections and testing (including the appropriate filling of any such borings). The Seller hereby agrees to cooperate fully with the Purchaser, at no expense to Seller, so as to allow the Purchaser the reasonable opportunity to inspect the Property and any other information respecting the Property in connection with its due diligence under this Section 5.4. In connection with Purchaser's Title Commitment or Survey objections or in connection with its request for zoning changes or permitting, Purchaser will provide to Seller copies of such applicable surveys, plans, zoning submission materials, and inspection reports that are in the Seller's possession, upon Purchaser's request. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damage to the Property incurred by reason of Purchaser's inspection of the Property. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Property pursuant to this Section 5.4. Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever. On or before the expiration of the time period ending three hundred sixty-five (365) days following the Effective Date (the "**Inspection Period**"), subject to extension for the Special Purchaser Contingencies hereafter defined, Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent. Unless Seller and Escrow Agent receive express written instructions from Purchaser on or before the expiration of the Inspection Period (as extended due to said Special Purchaser Contingencies) that it is exercising its right to terminate the Agreement, Purchaser shall be deemed to have not terminated this Agreement. If Purchaser does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser, and the parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive

a termination of this Agreement.

6. **Seller's Representations.** As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as follows:

6.1. **Title.** Seller is the owner of Insurable Fee Simple Title to the Property.

6.2. **Authority.** Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property, subject to Seller's satisfaction of Section 7.1.1(b) of obtaining title to the Submerged Gap, in accordance with the terms and conditions of this Agreement. Seller represents and warrants to Purchaser that:

- (i) all action necessary to authorize the execution of this Agreement by Seller, including, but not limited to the passage by the City Council of the City of Mobile, Alabama of an Ordinance specifically authorizing same, has been taken by Seller;
- (ii) The individual(s) executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid. Seller, at Purchaser's request, shall provide evidence of the foregoing.

6.3. The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant to this Agreement by or on behalf of Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller, and will not:

- (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property;
- (ii) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound;
- (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and/or,
- (iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

6.4. **Tenants.** There are no current leases, tenants or parties in possession of the Property, other than Seller's possession. Seller agrees to deliver Purchaser exclusive possession of the Property at Closing, subject only to the Permitted Exceptions.

6.5. **Contracts.** There are no management arrangements, equipment, supply, maintenance, water, sewer, or other utility or concession agreements or service contracts of any kind respecting the Property.

6.6. **Environmental Matters.** Seller has or will furnish to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession

pertaining to the Property. Seller has not received any notice from any governmental agency having jurisdiction over the Property or other person advising Seller that, except as disclosed in the Southern Earth Sciences Phase I Report dated April 10, 2023 and Phase II dated June 12, 2023 (“**Environmental Reports**”), (i) the Property is in violation of any Environmental Laws (as defined below) or (ii) there are Hazardous Substances (as defined below) on, under or about the Property in a manner or quantity that violates any Environmental Law. The term “**Hazardous Substances**” means any hazardous or toxic substance, material or waste, pollutants or contaminants, as defined, listed or regulated now or in the future by any Environmental Laws, including without limitation, (i) chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos, (iv) polychlorinated biphenyls, and (v) anything that would be a hazardous waste, material or substance, toxic substance or pollutant, as defined under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et. seq.; Hazardous Materials Transportation Act, 49 U.S.C. 1801 et. seq.; Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq., the Clean Water Act, 42 U.S.C. 1251 et. seq., any applicable state or local environmental statute, the regulations promulgated thereunder or any other Environmental Laws. To Seller’s Actual Knowledge, except as may be disclosed in the Environmental Reports, there are no Hazardous Substances located on the Property in an amount that requires reporting or remediation under applicable Environmental Laws. To Seller’s Actual Knowledge, except as may be disclosed in the Environmental Reports, the Property has not been used for the generation, treatment, storage or disposal of Hazardous Substances. For purposes of this Agreement, “**Seller’s Actual Knowledge**” shall mean the actual (and not constructive) knowledge of Carleen Stout (Deputy Director, Real Estate Asset Management for the City of Mobile) and Shonnda Smith (Executive Director of Public Services and Interim Executive Director of Public Works for the City of Mobile) (collectively, “**Seller Representatives**”), without any independent inquiry or investigation by Seller’s Representatives. As further described in Section 7.2(k), Seller will be attempting to obtain from the Alabama Department of Environmental Management a closure letter or some similar release and agrees that it shall keep Purchaser informed of its efforts and progress.

6.7. The Property has not been registered or certified as “historic” by any local, state or federal governmental entity or historic commission.

6.8. No Other Representations. Except as expressly provided in this Agreement, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Property. Acceptance of Purchaser’s Response to the RFP does not waive zoning, permitting or any generally applicable City requirements.

7. Conditions Precedent to Closing.

7.1.1 Seller Deliveries. Seller shall deliver to Purchaser (or otherwise perform) the following items (“**Seller Deliveries**”) in the times frames set forth below in order that Purchaser be able to complete its due diligence, design, permitting and such for the Project:

(a) Within forty-five (45) days from the Effective Date, Seller shall provide Purchaser with a written waiver from the Alabama Port Authority related to its exclusive right and option to purchase the property as further described in the Seller's vesting deeds in a form satisfactory to the Purchaser and Title Company to remove any exception related to this right from the Purchaser's Owner's Policy.

(b) Within sixty 60 days from the Effective Date, Seller shall obtain a Patent from the State of Alabama to Seller which "grants" the Submerged Gap Area to the Seller (the "**Patent**").

(c) Within forty-five (45) days after written request by Purchaser, Seller shall have performed and provide the Purchaser with the report of the geotechnical investigations outlined in that certain proposal from Southern Earth Sciences dated December 1, 2023.

(d) Within forty-five (45) days after written request by Purchaser, the Seller shall cause a preliminary subdivision plat to be prepared for the Property, as depicted on the 2nd page of **Exhibit A** and agreed upon by the parties, and submitted to Purchaser for approval. Once the preliminary plat is agreed upon, then the Seller shall obtain preliminary subdivision approval (once approved, the "**Approved Plat**").

(e) Within forty-five (45) days after written request by Purchaser, Seller shall file an application to have the Property re-zoned to maritime mixed as required for the Project's intended use, and thereafter diligently pursue the re-zoning to completion.

In the event Seller fails or is otherwise unable to provide any of the Seller Deliveries within the time frames set forth above: (a) Purchaser shall have the right to terminate this Agreement by written notice to the other party, whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement; or (b) Seller shall provide written notice to Purchaser that it was unable to obtain one or more of the Seller Deliveries within the time frames set forth above, despite good faith efforts, whereupon Purchaser shall have thirty (30) days from the date of receipt of such notice to notify Seller in writing if Purchaser is willing waive such Seller Delivery and to proceed to Closing. If Purchaser opts not to waive such Seller Delivery, then Seller may terminate this Agreement by written notice to the Purchaser, whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement. For the avoidance of doubt, Seller's failure or inability to provide any of the Seller Deliveries in accordance with this Section 7.1 shall not be deemed to be a default under Section 13.1 and shall not entitle Purchaser to any of the remedies set forth in Section 13.1.

7.2 Special Purchaser Contingencies. Purchaser and Seller acknowledge that Purchaser intends to purchase the Property for purposes of developing the Project. Purchaser's obligations under this Agreement are subject to the following Purchaser contingencies (together,

the “**Special Purchaser Contingencies**”) which shall extend the Inspection Period, until such time as Purchaser notifies Seller of the satisfaction thereof:

(a) The City, County, State or other applicable authorities approving the following, as applicable: all zoning, rezoning, resubdivision and other approvals needed for the development of the Property for the intended use, including site plan approval and any zoning variances needed.

(b) Approval from CSX (and if requested by Purchaser, approval from the Alabama Port Authority) for construction of a ramp/tunnel and related improvements over the CSX railroad tracks that cross the Property, running parallel to Water Street, and approval from CSX to relocate the existing railroad crossing to the north side of the Property.

(c) Purchaser and the Alabama Port Authority have negotiated a mutually agreeable agreement that i) provides the Port’s waiver of their right of first refusal on the Property contained in the Seller’s vesting deed, ii) provides that the existing 20’ wide easement reserved in the Seller’s vesting deed, located along the northern boundary line, is amended in a manner that is satisfactory to the Purchaser, in the Purchaser’s sole discretion, and iii) amends the existing 40’ wide easement for rail construction, access and use reserved to the Port in the vesting deed so that their consent is provided for the relocation of the crossing and the construction of a tunnel over the tracks within the easement area.

(d) Purchaser is able to relocate existing utilities (power, water, storm sewer, sanitary sewer etc.) on the Property in a location that will not interfere with the Project.

(e) Seller and Purchaser have entered into a mutually agreeable project development agreement (“**Project Development Agreement**”) to provide the necessary funding for the access along Water Street and for the waterfront access needed for the Project.

(f) Purchaser has obtained all necessary permits from the U.S. Army Corps of Engineers for construction of the Project.

(g) Seller and Purchaser have agreed to the form of the necessary reciprocal easements (parking and access) for the Project and Convention Center. The parties acknowledge that the Seller will continue to need access through the Property to the Seller’s adjacent property (i.e. the parking area under the Convention Center) and the Purchaser will need an easement or use agreement for a certain number of parking spaces on the Seller’s adjacent property.

(h) The issuance of all necessary construction permits by applicable authorities for the Project.

(i) The non-existence of a moratorium imposed or announced by any City, County or State authority or utility supplier that would result in any utility supplier delaying or denying sanitary sewer, water, natural gas, electricity or telephone service and connections with respect to the Property.

(j) Seller and Purchaser shall in collaboration have developed a plan to create waterfront connectivity between the Project, the Convention Center, Cooper Riverside Park and other areas along the waterfront. The Purchaser, and the Project's viability, requires that these areas all connect for pedestrian access. Purchaser's connectivity and construction of improvements will not extend eastwardly into the Mobile River any further than the existing Convention Center does.

(k) Seller has obtained a closure letter, completed the "voluntary clean-up program," or some similar release from the Alabama Department of Environmental Management pertaining to the remediation or clean up necessary due to the matters shown in the Environmental Reports; provided, however, that nothing herein shall be construed as requiring the Seller to remediate any portion of the Property. The decision on whether or not to remediate any portion of the Property shall be in the sole and absolute discretion of the Seller. Provided, however, Seller shall promptly notify Purchaser if it determines this contingency cannot be satisfied by Seller.

So long as the Purchaser is diligently pursuing the satisfaction of the foregoing Special Purchaser Contingencies, Seller agrees to extend the Inspection Period to allow Purchaser sufficient time to satisfy the Special Purchaser Contingencies, but not to exceed three hundred sixty-five (365) days. If the Purchaser reasonably determines that it will not be possible to satisfy the foregoing Special Purchaser Contingencies, Purchaser shall have the right to terminate this Agreement, the Earnest Money will be promptly refunded to Purchaser, and neither party shall have any further obligations under this Agreement, except with respect to the obligations that expressly survive termination, as provided herein.

8. **Purchaser Closing Conditions.** In addition to the Seller Deliveries and Special Purchaser Contingencies listed in Section 7, Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in this Section 8. Unless Purchaser shall advise Seller in writing that said conditions have not been satisfied at or prior to Closing, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent are not satisfied, at Purchaser's election, and upon delivery of written notice to Seller at or prior to Closing, Purchaser may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.

8.1. **Title.** Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of Insurable Title to Purchaser, subject only to the Permitted Exceptions, and issuance by Escrow Agent of a Title Policy pursuant to the Title Commitment "marked down" through the Closing, subject only to the Permitted Exceptions.

8.2. **Property Conditions and Future Operations.** Purchaser's obligations under this Agreement are subject and conditioned upon Purchaser determining that they are satisfied with the condition of the Property as determined during the Inspection Period. From the Effective Date until the Closing or earlier termination of this Agreement, Seller will (a) keep,

maintain and, if applicable, operate the Property in substantially the same condition and manner as of the Effective Date, reasonable wear and tear excepted; and (b) promptly advise Purchaser within five (5) days receipt of written notice by Seller of any of the following: (i) litigation, arbitration or administrative hearing from the City, County, State or any other authority or otherwise concerning the Property arising or threatened; (ii) special assessments or proposed increases in the valuation of the Property; (iii) condemnation or eminent domain proceedings affecting any portion of the Property; (iv) citations or notices regarding failures to maintain any permits or licenses for the Property; and (v) liens affecting the Property. Seller shall take no action that might materially damage or adversely affect the value of the Property after the Effective Date and shall not cause or suffer any waste of the Property. The Property shall be in substantially the same condition on the Closing Date as on the Effective Date except as otherwise provided in this Agreement, and Seller shall make all necessary repairs and replacements until the Closing as necessary to comply with the requirements hereof. Until Closing, Seller shall maintain such casualty and liability insurance on the Property as is presently being maintained.

8.3. Compliance with Agreement. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller. The conditions precedent shall be applicable through the Closing Date, as may be extended.

9. Seller Closing Conditions. Seller's obligations to consummate the sale of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in this Section 9. Unless Seller shall advise Purchaser in writing that said conditions have not been satisfied at or prior to Closing, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent are not satisfied, at Seller's election, and upon delivery of written notice to Purchaser at or prior to Closing, Seller may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.

9.1. Plans and Specifications. Seller's obligations under this Agreement are subject to and conditioned upon Purchaser's delivery to Seller at Closing of plans and drawings and a project timeline for the Project that are similar in use and concept to the conceptual plans previously proposed by Purchaser, in a form and substance reasonably acceptable to the Seller, which acceptance will not be unreasonably withheld or delayed (the "**Plans and Drawings**"), which shall include, but shall not be limited to, a timeline for the Project and performance milestones. Notwithstanding the foregoing, the parties agree that the Purchaser may submit preliminary design drawings to the Seller during the Inspection Period for Seller's review to confirm consistency with the use and concept previously presented by Buyer in its Proposal. Seller shall have ten (10) business days to review such plans and provide any comments thereto. If Seller does not provide any comments, then such plans shall be deemed approved. If Purchaser's preliminary design plans are approved or deemed approved by Seller during the Inspection Period, then the closing condition shall be for Purchaser to deliver final plans substantially similar thereto along with the project timeline, with no further consent or approval needed from the Seller.

9.2. Compliance with Agreement. Seller's obligations under this Agreement are subject to and conditioned upon Purchaser's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Purchaser. The conditions precedent shall be applicable through the Closing Date, as may be extended.

10. **Closing.**

10.1. Closing Date and Location. Unless otherwise agreed upon between Seller and Purchaser, the Closing (the "**Closing**") shall occur no later than thirty (30) days after end of the Inspection Period, as may be extended as provided herein.

10.2. Deliveries at Closing. The Seller's sale of the Property to Purchaser, and the Purchaser's purchase of the Property from Seller, shall be consummated at Closing by the Seller's delivery of a properly executed Statutory Warranty Deed conveying Insurable Fee Simple Title to such Property to Purchaser, subject only to the Permitted Exceptions, and by payment by Purchaser of the Purchase Price for the Property in the manner provided in Section 3 hereof, and by the execution and delivery of the following documents or conditions satisfied:

10.2.1. A duly executed Project Development Agreement between Seller and Purchaser;

10.2.2. Delivery of the Plans and Drawings, electronically, for the Project by the Purchaser;

10.2.3. A duly executed closing statement itemizing all credits between Seller and Purchaser;

10.2.4. A duly executed certificate of Seller reaffirming the representations and warranties made in Section 6 of this Agreement;

10.2.5. A duly executed certificate of Purchaser reaffirming the representations and warranties, if any, of Purchaser made in this Agreement;

10.2.6. A duly executed Secretary's Certificate from Purchaser: (a) certifying that the resolutions (or Unanimous Consents) authorizing the transactions contemplated therein which are attached as exhibits thereto are true and correct; and (b) attaching incumbency certificates as to the incumbency of all individuals executing the documents necessary for the consummation of the transactions.

10.2.7. A duly executed certificate of the City Clerk of Seller certifying that the resolutions authorizing the transactions contemplated therein which are attached as exhibits thereto are true and correct.

10.2.8. A duly executed affidavit of title by Seller with respect to the Property and such other agreements as may be necessary to cause issuance of the Title Policy with

an effective date on the Closing Date without exception for mechanics' or materialmen's liens, other statutory liens, or the rights of persons in possession, or for the "filing and indexing gap", which shall mean the risk that notice of intervening liens might be filed, recorded, indexed, or all of the above, subsequent to the time of the last title check down prior to Closing and prior to the filing, recording, indexing, or all of the above, of the closing documents that are to be filed, recorded and indexed in the public records (it shall be a condition of Closing that Purchaser is issued the Title Policy at Closing in the manner described herein);

10.2.9. A duly executed certificate from Seller with respect to Section 1445 of the Internal Revenue Code of 1986, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined in the Code and regulations issued pursuant thereto;

10.2.10. A real estate reporting transferor identification from Seller showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S;

10.2.11. An affidavit of residency or exemption from withholding tax on sale of real property by nonresidents in compliance with Code of Alabama (1975) §40-18-86, signed by Seller.

10.2.12. Bill of Sale executed by Seller assigning to Purchaser the tangible personal property located on the Property, if any.

10.2.13. A duly executed reciprocal easement agreement between Seller and Purchaser for parking and access as described in Section 7.2(g);

10.2.14. Delivery of exclusive physical possession of all the Property;

10.2.15. Seller shall deliver the final Approved Plat in recordable form duly executed by all required parties, which shall be recorded at Closing; and

10.2.16. Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested the Title Company, or counsel.

10.3. Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

10.3.1. Seller shall pay any fees and expenses of the Seller's attorneys for preparation of the Statutory Warranty Deed, the cost of the owner's title policy in the amount of the Purchase Price and customary Seller affidavits and certifications. Purchaser shall pay the fees and expenses of Purchaser's attorneys, all title insurance endorsements requested by Purchaser, and recording costs associated with the deed. The parties agree to split the closing agent's fee and any recording costs associated with the reciprocal easement between the parties. Except as otherwise provided herein, all other closing costs will be paid by the party incurring the expense.

11. **Condemnation.** In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Property is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu thereof), then Purchaser shall have the right to (a) terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing.

12. **Brokers.** Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby.

13. **Default.**

13.1. **Seller's Default.**

13.1.1. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's material default or breach of any terms or conditions herein contained, or if Seller otherwise materially defaults in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement and the Earnest Money shall be promptly refunded to Purchaser, and, upon Seller's receipt of adequate documentation from the Purchaser verifying Seller's actual third party expenses and costs, Seller shall reimburse Purchaser for Purchaser's third party expenses and costs incurred in connection with pursuing the entitlements and the design and development of the Project, but not to exceed \$1,000,000, or (ii) Purchaser may seek specific performance.

13.1.2. As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement or take other action, pursuant to the provisions of Section 13.1.1 above, Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Seller does not cure said default and Purchaser elects to terminate this Agreement, then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement upon receipt of the return of the Earnest Money and reimbursement for Purchaser's expenses described above, except for those obligations which are expressly provided to survive the termination of this Agreement.

13.2. **Purchaser's Default.**

13.2.1. If the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Purchaser's default, the Escrow Agent shall pay the Earnest Money to Seller as the Seller's full liquidated damages, the parties hereto acknowledging

that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for specific performance under this Agreement or to prove that Seller's actual damages exceed the amount of said sums.

13.2.2. As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, pursuant to the provisions of Section 13.2.1 above, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby prevent termination of this Agreement. If Purchaser does not cure said default then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

14. **Assignment of Agreement.** This Agreement is fully assignable by the Purchaser to any entity in which Purchaser or Philip G. Burton has ownership, control or manages, with the prior written consent of the Seller, which consent shall not be unreasonably withheld.

15. **Time of Essence.** Time is of the essence hereof.

16. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered:

- (i) by United States registered or certified mail, return receipt requested, postage prepaid,
- (ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts, or
- (iii) by h a n d delivery.

Each notice shall be addressed to each party at its address set forth below or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the next business day following deposit with an overnight courier delivery service, or on the third mail day after the date of deposit in the United States mail as to notices sent only by certified mail or on the date of delivery for hand delivery.

Seller:

City of Mobile, Alabama
205 Government Street
Fourth Floor
Mobile, Alabama 36602
Attn: Real Estate Department

Copies to:
City of Mobile, Alabama
205 Government Street
Ninth Floor
Mobile, Alabama 36602
Attn: Legal Department

Adams and Reese LLP
c/o Britton Bonner
11 North Water Street
Suite 23200
Mobile, Alabama 36602
Britton.bonner@arlaw.com

Purchaser:
One Water, LLC
Attn. Kathy Sherman, Esq.
41 W. I-65 Service Rd. N., Ste. 310
Mobile, AL 36608

Copy to:
J. Stephen Harvey, Esq.
McDowell Knight Roedder & Sledge,
11 North Water Street, Suite 13290
Mobile, AL 36602

17. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

18. **Binding Effect; Governing Law.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama.

19. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument and agreement.

20. **Waiver.** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.

21. **Date of Performance.** If the time period by which or date on which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing(s) must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day in the State of Alabama.

22. **Effective Date.** This Agreement shall be effective as the day on which all parties have executed an identical counterpart of this Agreement and an executed counterpart is received by each party (the “**Effective Date**”).

23. **Leases, Easements Etc.** So long as this Agreement remains in effect, Seller shall not enter into any leases, easements or other documents affecting the Property without the prior written consent of the Purchaser. From the Effective Date through the Closing, Seller shall not undertake any action with respect to the Property or the operation thereof outside the ordinary course of business without Purchaser’s prior written consent.

24. **Seller Cooperation.** Seller and Purchaser acknowledge and agree that Purchaser intends to develop the Property for the Project. Seller agrees to execute such affidavits, petitions and applications as may be reasonably requested by Purchaser or required by governmental officials in the City, County and State in which the Property is located, provided that Seller shall not be obligated to incur any but nominal expense in the foregoing. Purchaser shall be responsible for all of its costs and expenses associated such approvals.

25. **Anti-Discrimination.** All Seller contracts require that parties 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 Seller 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.

26. **Indemnification.** Purchaser shall indemnify and hold harmless Seller and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, damages, liabilities, and related expenses (including without limitation, attorney’s fees) arising from Purchaser’s negligence or wrongful acts on or about the Property prior to Closing, but shall not include any indemnification for Seller, its officers, elected officials, agents, representatives, and employees for their acts of gross negligence or intentional misconduct.

27. **Immigration.** 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Signature page immediately following.

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates specified below their signatures.

SELLER:

THE CITY OF MOBILE, a Municipal Corporation

By: _____

Name: William S. Stimpson

As Its: Mayor

Date: _____

ATTEST:

City Clerk

PURCHASER:

**ONE WATER, LLC,
an Alabama Limited Liability Company**

By: _____

Name: Philip Burton

Its: Authorized Signatory

Date: _____

STATE OF ALABAMA

COUNTY OF MOBILE

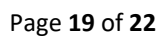
I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Philip Burton, as authorize signatory of One Water, LLC, whose name is signed to the foregoing Purchase and Sale Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above, he, in his capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 2024.

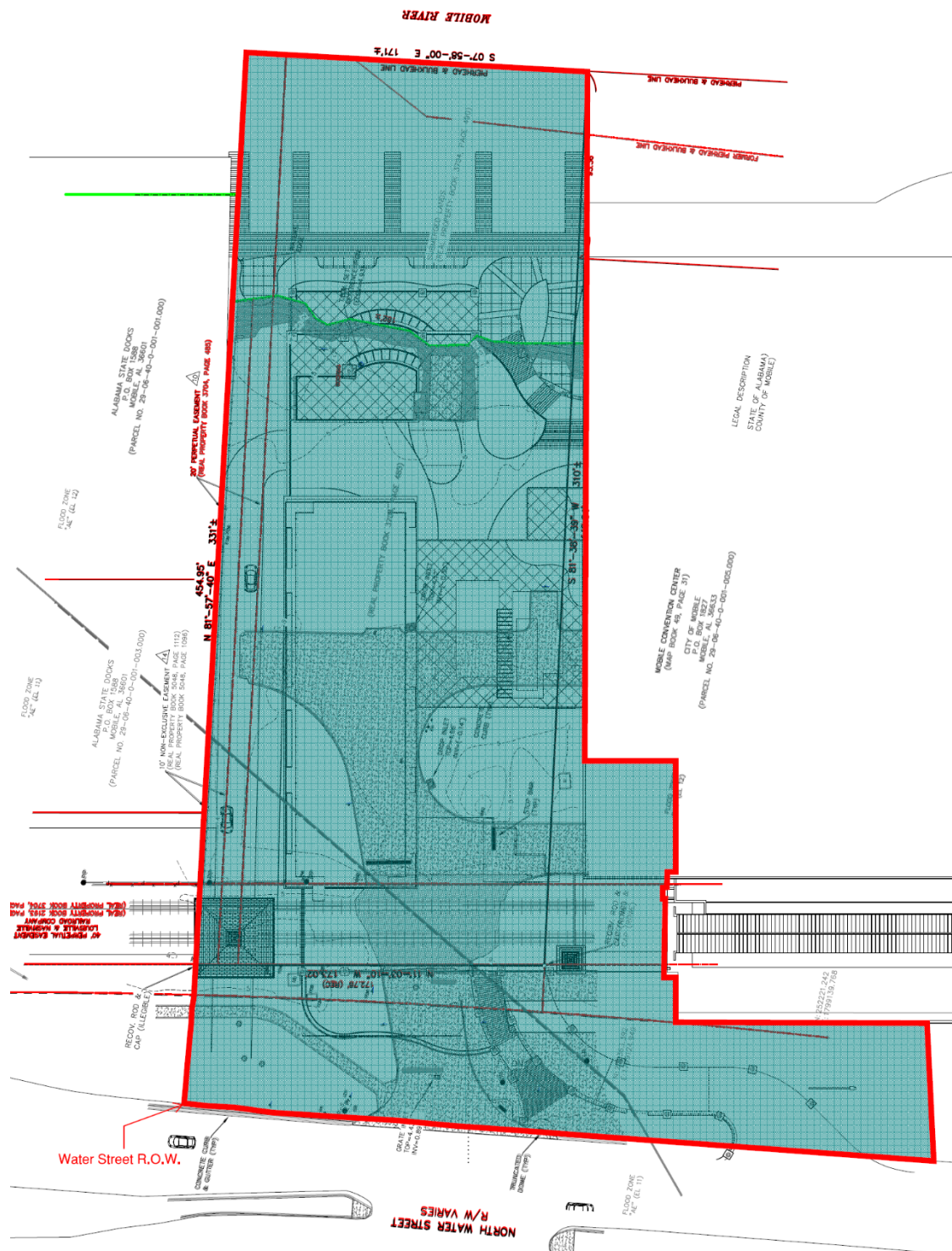
Notary Public

My Commission Expires:

Property Address: 10 N. Water Street, 36602



Along with the areas shown on the below diagram:¹



¹ NOTE TO DRAFT: City to confirm shaded area is intended.

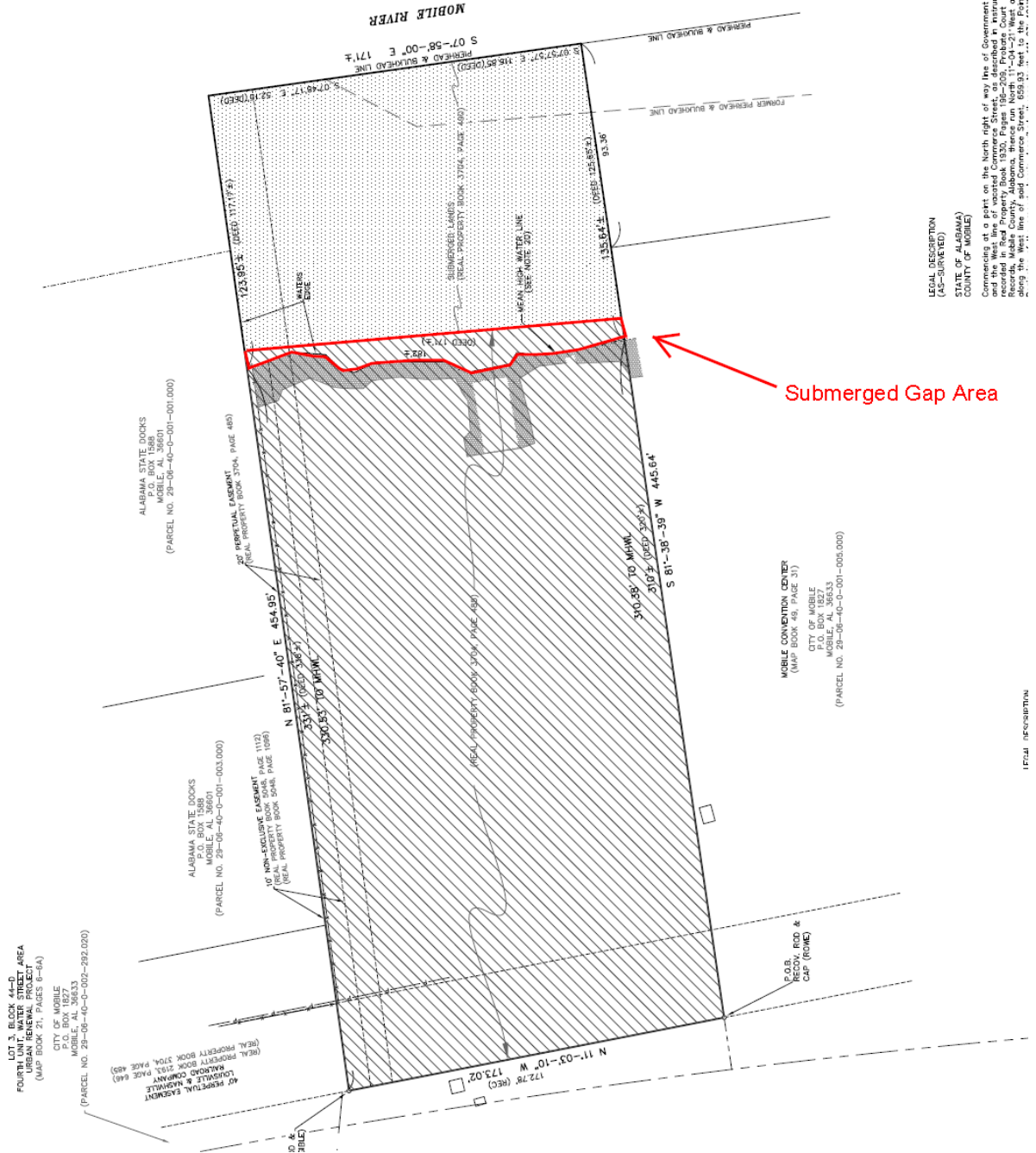
EXHIBIT "B"

LEGAL DESCRIPTION

STATE OF ALABAMA COUNTY OF MOBILE

Commencing at a point on the North right of way line of Government Street and the West line of vacated Commerce Street, as described in instrument recorded in Real Property Book 1930, Pages 196–209, Probate Court Records, Mobile County, Alabama, thence run North 11°–04′–21″ West and along the West line of said Commerce Street, 659.93 feet to the Point of Beginning of the property herein described; thence North 11°–03′–10″ West and along the West line of said Commerce Street, 173.02 feet to a point on the South line of property now or formerly of Alabama State Docks; thence North 81°–57′–40″ East and along the South line of said State Docks property, 454.94 feet to a point on the current pier and bulkhead line; thence South 07°–58′–00″ East and along said bulkhead line, 171.0 feet, more or less; thence South 81°–38′–39″ West and along the North line of the Mobile Convention Center, as recorded in Map Book 49, Page 31, said Probate Records, a distance of 445.64 feet to the Point of Beginning. Said property being the same as property conveyed by instrument recorded in Real Property Book 3704, Page 485 and submerged lands, as recorded in Real Property Book 3704, Page 490, said Probate Records.

EXHIBIT C



RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Purchase and Sale Agreement between the City of Mobile and One Water, LLC, attached hereto or one substantially similar, and made a part hereof, as though set forth in full, to purchase certain real property consisting of approximately 1.8 acres commonly known as 10 N. Water Street, Mobile, Al 36601. A copy of said Purchase and Sale 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 Rezoning
of Property located at 2301 McFarland Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **October 15, 2024**, a public hearing will be held on the **19th** day of **November**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning of property located at 2301 McFarland Road from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District.

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:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, COTTAGE WOODS COURT, AS RECORDED IN MAP BOOK 41, PAGE 103, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH, 17.60 FEET TO A POINT; THENCE RUN WEST, 67.33 FEET TO THE POINT OF BEGINNING; THENCE RUN S00°31'55"W, 135.00 FEET TO A POINT; THENCE RUN N89°19'27"W, 46.24 FEET TO A POINT; THENCE RUN S00°31'50"W, 38.49 FEET TO A POINT; THENCE RUN N89°28'02"W, 389.09 FEET TO A POINT; THENCE RUN S00°51'11"W, 27.43 FEET TO A POINT; THENCE RUN N89°08'55"W, 133.53 FEET TO A POINT; THENCE RUN N00°51'13"E, 398.69 FEET TO A POINT; THENCE RUN S89°28'05"E, 133.53 FEET TO A POINT; THENCE RUN S00°51'55"W, 157.50 FEET TO A POINT; THENCE RUN S89°28'02"E, 386.43 FEET TO A POINT; THENCE RUN S00°31'50"W, 41.01 FEET TO A POINT; THENCE RUN S89°19'27"E, 47.73 FEET TO THE POINT OF BEGINNING. CONTAINING 3.28 ACRES MORE OR LESS, AND LYING IN SECTION 2, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from R-1, Single-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 an 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 an R-3, Multi-Family Residential Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the subdivision process; 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 19th day of November, 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 16h day of October, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2301 McFarland Road.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-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. Completion of the subdivision process; 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:

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The classification of said property is hereby changed from **R-1, Single-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 an **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 an **R-3, Multi-Family Residential Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the subdivision process; 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

**Tim Lawley, P.E., Sawgrass Consulting, LLC
2301 McFarland Road
Council District 6
Josh Woods**



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

October 9, 2024

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on September 19, 2024 considered the request of **Tim Lawley, P.E., Sawgrass Consulting, LLC** for a change in zoning from **R-1, Single-Family Residential Suburban District**, to **R-3, Multi-Family Residential Suburban District**, for the property located at **2301 McFarland 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

Transmittal Sheet



To:

Logan Anderson

Company:

City of Mobile Planning & Zoning

Address:

200 Government Street, 2nd Floor

City, State, Zip Code:

Mobile, AL 36602

From:

Heather Bell

Date:

10/03/2024

Senders Reference:

21-083 Anglebrook subdivision

URGENT

☐

Please
Comment

☐

For
Review

☒

As
Requested

☐

For Your
Files

☐

Notes/Comments:

Enclosed you will find:

Check #11058 in the amount of \$343.52 for the advertising fee for the rezoning application (ZON-UDC-003038-2024)

Thank you.

30673 Sgt. E.I. Boots Thomas Drive Spanish Fort, AL 36527

251-544-7900

✓

4

...

PLANNING AND ZONING
3 OCT 2024 PM 3:44



Agenda Item # 14
SUB-003039-2024 & ZON-UDC-003038-2024

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

[**Applicant Materials for Consideration – Subdivision**](#)

[**Applicant Materials for Consideration – Rezoning**](#)

DETAILS

Location:
2301 McFarland Road

Subdivision Name:
Anglebrook Subdivision, Phase 2

Applicant / Agent:
Tim Lawley, P.E., Sawgrass Consulting, LLC

Property Owners:
D. R. Horton, Inc.

Current Zoning:
R-1, Single-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
 - Subdivision Regulations
 - Map for Mobile Comprehensive Plan
- Proposal:**
- Subdivision approval to create 48 legal lots of record.
 - Rezoning from R-1 to R-3
 - 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. Subdivision proposal with sixteen (16) conditions; and
 2. Rezoning with three (3) conditions.

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Staff Comments	3
Commission Considerations	7
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Commercial units lie southwest of the site.

APPLICATION NUMBER	14	DATE	September 19, 2024
APPLICANT	Anglebrook Subdivision, Phase 2		
REQUEST	Subdivision, Rezoning from R-1 to R-3		



SITE HISTORY

The site was the subject of a two-lot subdivision, CYN-CLIF-SCO, Schambeau, Nichols Division, approved by the Mobile County Commission in July 2022.

Lot 1 of that subdivision was subsequently approved as Anglebrook Subdivision by the County Commission.

The area of the proposed subdivision was annexed into the City of Mobile in July 2023 and was subsequently assigned its current R-1, Single-Family Residential Suburban zoning classification. Construction of streets within the proposed subdivision was begun, but as the site is now within the City, the Final Plat must be approved by the Planning Commission according to the City's Subdivision Regulations.

The site had Sub-Standard Lot Size, Site Coverage, Front Yard Setback, Rear Yard Setback, and Side Yard Setback Variances to allow sub-standard lots, with increased site coverage, and reduced front, rear, and side yard setbacks in an R-3, Multi-Family Residential Suburban District (rezoning pending) approved at the September 9th Board of Zoning Adjustment meeting.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. The following Street Name is denied – Anglebrook Crossing (Private) – The proposed Anglebrook Crossing (Public) is shown on the PH 1 Plat and will need a different name as a PRIVATE ROW.
- C. Provide and label the monument set or found at each subdivision corner.
- D. Show and label each and every Right-Of-Way and easement, including the recording data.
- E. Provide a table of "PROPOSED WEIGHTED RUNOFF COEFFICIENT (Cw)" for each LOT. This number will be used to review the land disturbance permit for each structure.
- F. Add a note that the proposed roadway and stormwater improvements shall be complete and approved prior to issuing any residential construction permits.
- G. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
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:

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. Advise fire access roads require turn around on dead ends that exceed 150', see 2021 IFC Appendix D for accepted turn arounds.

Planning Comments:

Subdivision

The purpose of this application is to create a 48-lot private street townhome subdivision from one (1) lot of the proposed 108-lot Anglebrook Subdivision, also scheduled to be heard by the Commission on this date. The site is served by public water and sanitary sewer.

Section 6.B.4. of the Subdivision Regulations allows private street subdivisions, subject to compliance with the requirements of Section 9.D.1.

The proposed development would consist of nine (9) buildings apportioned among the 48 lots. Lot sizes would range from 1,620± square feet to 3,857± square feet, all below the minimum of 10,000 square feet required in an R-3, Multi-Family Residential Suburban District. As mentioned, the applicant submitted Sub-Standard Lot Size, Site Coverage, Front Yard Setback, Rear Yard Setback, and Side Yard Setback Variances to allow sub-standard lots, with increased site coverage, and reduced front, rear, and side yard setbacks in an R-3, Multi-Family Residential Suburban District (rezoning pending) which were approved at the September 9th Board of Zoning Adjustment meeting.

None of the lots would meet the minimum lot width of 60 feet at the building setback line as required by Section 6 C.2.(b)(2) of the Subdivision Regulations, and many of the lots would exceed the maximum depth-to-width ratio of 3.5 times the width of the lot as prescribed by Section 6C.3. of the Subdivision Regulations. Therefore, waivers of those sections would be required. The lots are labeled with their sizes in square feet only on the preliminary plat; therefore, if approved, the plat should be revised to label each lot with its size in both square feet and acres on the Final Plat, or a table should be furnished on the Final Plat providing the same information. As on the preliminary plat, the 15-foot minimum building setback line should be retained on the Final Plat, if approved.

Access to the subdivision would be via an extension of a public street in the proposed Anglebrook Subdivision, Phase 1, labeled Anglebrook Crossing and Canter Run. The street would become private once incorporated into the Phase 2 portion of the project and would have compliant 50-foot rights-of-way with curb and gutter. Both of the private street extensions are closed-end streets, as required by Section 9.D.1(a)(1); however, neither street end is equipped with a turnaround, as required by Section 6.B.3. As such, revision of the plat to illustrate turnarounds at the end of each private street extension should be required, each with an adequate diameter as determined by the City Engineer and in compliance with current International Fire Code (IFC) requirements, per Section 6.B.9.

As the interior streets would be private, a note should be required on the Final Plat, if approved, stating that the streets are privately maintained and that there shall be no public right-of-way, per Sections 9.D.1(b)(5) and 9.D.1(b)(7) of the Subdivision Regulations. Per Section 9.D.1(b)(9), another note should be required on the Final Plat stating "If the Private Streets are not constructed and maintained to the appropriate city standard, and are ultimately dedicated for public use and maintenance, 100 percent of the cost of the improvements required to bring the streets up to the prevailing standard shall be assessed to and paid by the property owners at the time the Private Streets are dedicated. Said assessment will run with the land to any subsequent property owners."

Per Section 9.D.1(b)(6), prior to signing of the plat the applicant should be required to present a legal document to the Planning and Zoning Department to run as a covenant with the land providing for continuing maintenance of the private streets by an owners' association, or other entity, granting rights of ingress and egress for emergency and utility maintenance vehicles, and holding harmless the city from damages to any owner within the subdivision arising, or which may arise, out of the existence of the private streets. This document shall be approved by the City Attorney or their designee as to form and legality and shall be properly executed and recorded simultaneously with the plat in the records of Mobile County Probate Court. Furthermore, each and every owner of property abutting upon and with legal access to the private streets shall be a party to such document and agreement.

In compliance with Section 9.D.1(b)(8), a sign shall be posted and maintained at the entrance to the private streets with the street names and identifying them as private streets, per Manual on Uniform Traffic Control

Devices (MUTCD) standards with blue backgrounds and white legends. The signs shall be made to city standards, and the names of the private streets must be approved by the City Engineer.

It should be noted that the city does not guarantee garbage and/or trash services to properties located along private streets. As such, garbage and/or trash service(s) may be the responsibility of the property owners. While it is not typical of single-family dwellings on individual lots to utilize a shared dumpster, if such a waste service is provided then it will need to meet the enclosure and placement standards of Article 3, Section 64-3-13.A of the UDC, and be illustrated on the associated development site plans.

If a security gate is provided at the entrance to the subdivision it must be constructed in compliance with the currently adopted IFC standards, and approved by the Fire Department. If the gate is not electronically operated, then it must be placed to meet the vehicle stacking requirements of Article 4, Section 64-4-6.B of the UDC.

The preliminary plat indicates Common Areas within the proposed subdivision, but none are labeled with their sizes in square feet or acres. If approved the plat should be revised to label all Common Areas with their sizes in both square feet and acres, or a table should be furnished on the Final Plat providing the same information. A note should be required on the Final Plat, if approved, stating that the maintenance of all Common Areas is the responsibility of the property owners.

A portion of a 40-foot ingress/egress and utility easement extends into the site along its West boundary. Therefore, a note should be required on the Final Plat, if approved, stating that no structure may be constructed or placed within any easement without permission from the easement holder.

If approved, the revised plat should depict utility easements acceptable to the appropriate provider of utilities within the subdivision, per Section 9.1(b)(4) of the Subdivision Regulations.

As the proposed subdivision is to allow a townhome project, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, the subdivision request is to allow a residential townhome development with multiple buildings containing different lots. The applicant's justification for the rezoning is that the project was originally approved when the site was in the County with no zoning restrictions prior to annexation, and after annexation it was assigned its current R-1, Single-Family Residential Suburban classification. As this does not allow for the proposed multi-family project, rezoning to an R-3, Multi-Family Residential Suburban classification is required to conform to the proposed property use.

Properties to the North and East of the site are zoned R-1, while those to the South and West are zoned B-3, Community Business Suburban District.

Subdivision of the property suggests rezoning of the site is necessary to bring the site into zoning compliance for the proposed use, and rezoning would be appropriate as the proposed townhome project was originally approved when the site was within the County.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, and with waivers of Section 6.C.2.(b)(2) and Section 6.C.3. of the Subdivision Regulations, the following conditions could apply:

1. Revision of the plat to label each lot with its size in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
2. Retention of the 15-foot minimum building setback line on the Final Plat;
3. Revision of the plat to illustrate turnarounds at the end of each private street extension, each with adequate diameter as determined by the City Engineer and in compliance with International Fire Code requirements per Section 6.B.9;
4. Placement of a note on the Final Plat stating that the streets are privately maintained and that there shall be no public right-of-way, per Sections 9.D.1(b)(5) and 9.D.1(b)(7);
5. Placement of a note on the revised plat stating that if the private streets are ultimately dedicated for public use and maintenance, 100-percent of the cost of the improvements required to bring the streets up to the prevailing standards shall be assessed to the property owner(s) at the time the private streets are dedicated, and that said assessment shall run with the land to any subsequent property owners, per Section 9.D.1(b)(9) of the Subdivision Regulations;
6. Per Section 9.D.1(b)(6), prior to signing of the plat, the applicant is to present a legal document to the Planning and Zoning Department to run as a covenant with the land providing for continuing maintenance of the private streets by an owners' association, or other entity, granting rights of ingress and egress for emergency and utility maintenance vehicles, and holding harmless the city from damages to any owner within the subdivision arising, or which may arise, out of the existence of the private streets. This document shall be approved by the City Attorney or their designee as to form and legality and shall be property executed and recorded simultaneously with the Final Plat in the records of Mobile County Probate Court;
7. In compliance with Section 9.D.1(b)(8), a sign shall be posted and maintained at the entrance to the private streets with the street names and identifying them as private streets, per Manual on Uniform Traffic Control Devices (MUTCD) standards with blue backgrounds and white legends. The signs shall be made to city standards, and the names of the private streets must be approved by the City Engineer;
8. Revision of the plat to label all Common Areas with their sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
9. Placement of a note on the Final Plat stating that the maintenance of all Common Areas is the responsibility of the property owners;
10. Revision of the plat to depict utility easements acceptable to the appropriate provider of utilities within the subdivision, per Section 9.1(b)(4) of the Subdivision Regulations;
11. Placement of a note on the Final Plat stating that no structure may be constructed or placed within any easement without permission from the easement holder;
12. Completion of the Rezoning process prior to signing the Final Plat;
13. Compliance with all Engineering comments noted in this staff report;
14. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;

15. Compliance with all Urban Forestry comments noted in this staff report; and,
16. Compliance with all Fire Department comments noted in this staff report.

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 with 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:
 - (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.
- 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.

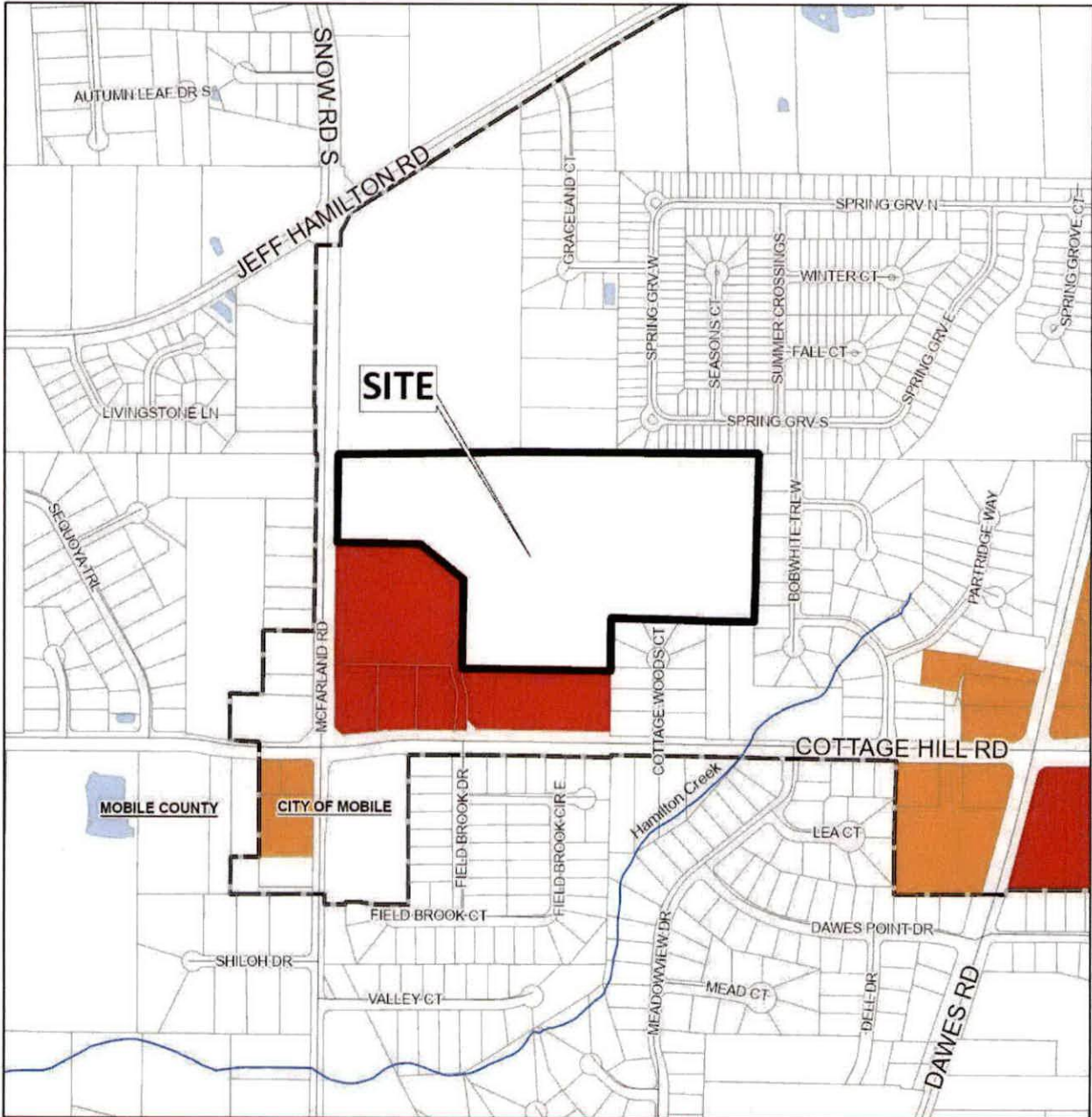
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
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



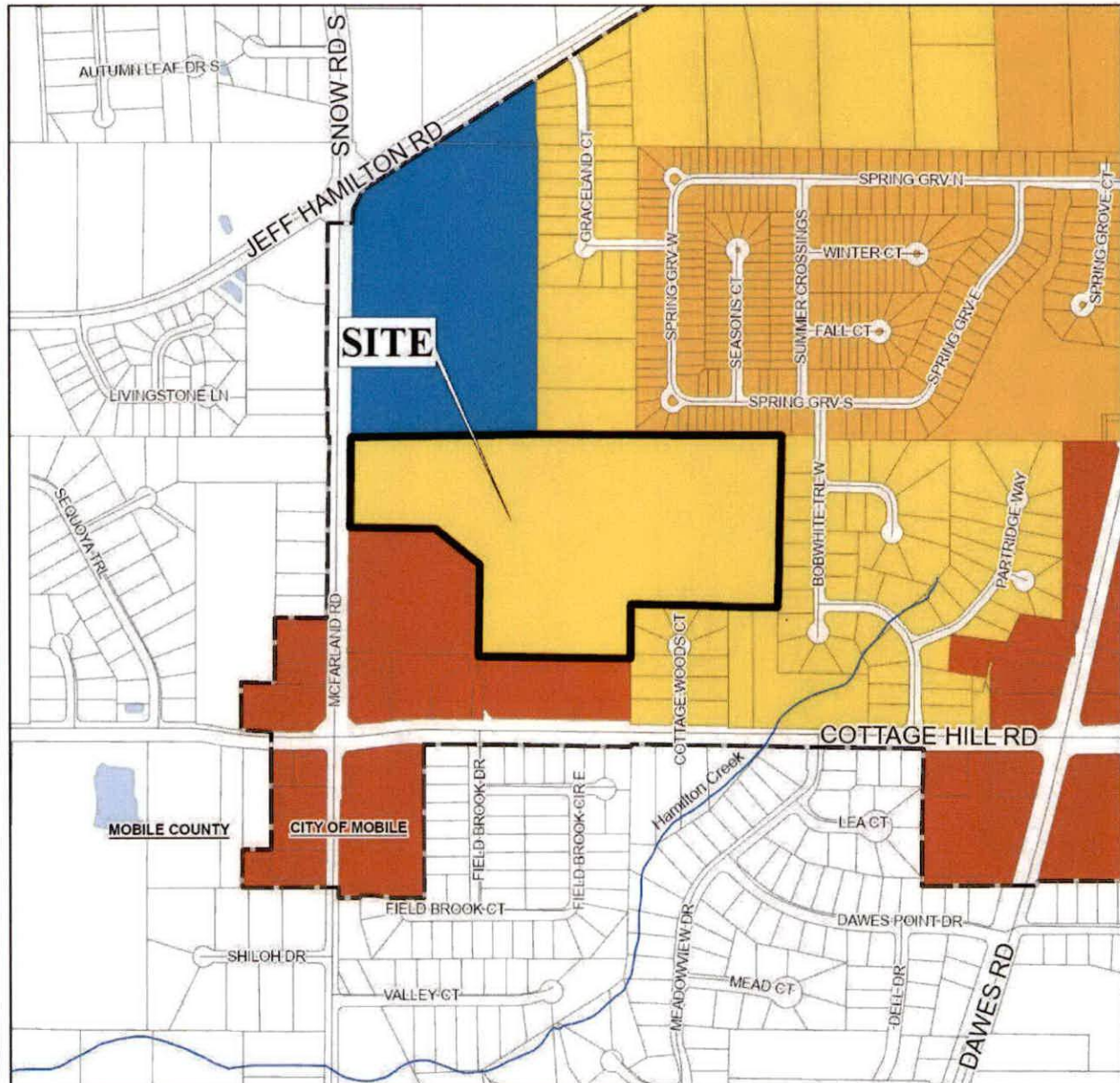
APPLICATION NUMBER 14 DATE September 19, 2024

APPLICANT Anglebrook Subdivision, Phase 2

REQUEST Subdivision, Rezoning from R-1 to R-3



FLUM LOCATOR MAP



APPLICATION NUMBER 14 DATE September 19, 2024

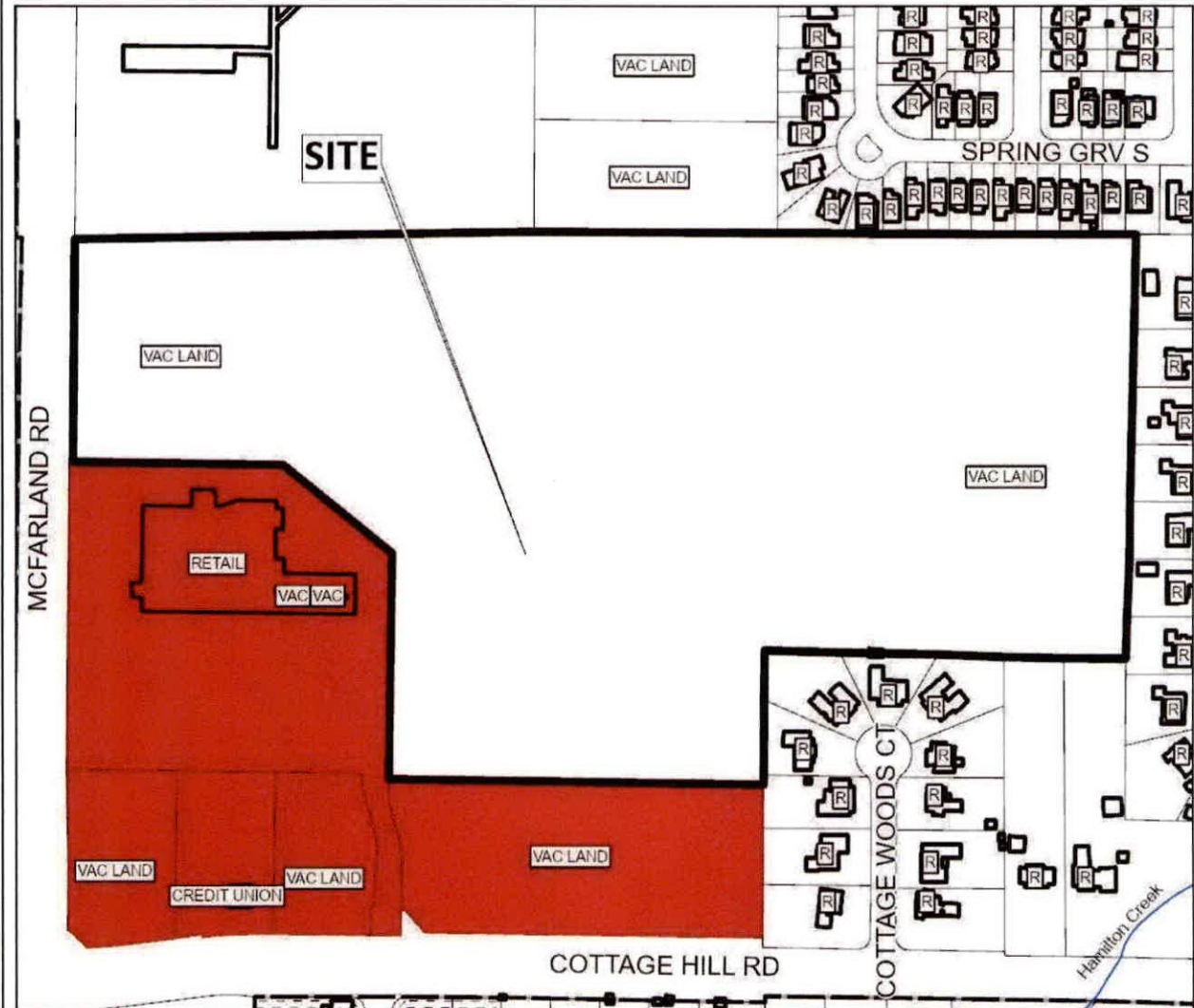
APPLICANT Anglebrook Subdivision, Phase 2

REQUEST Subdivision, Rezoning from R-1 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

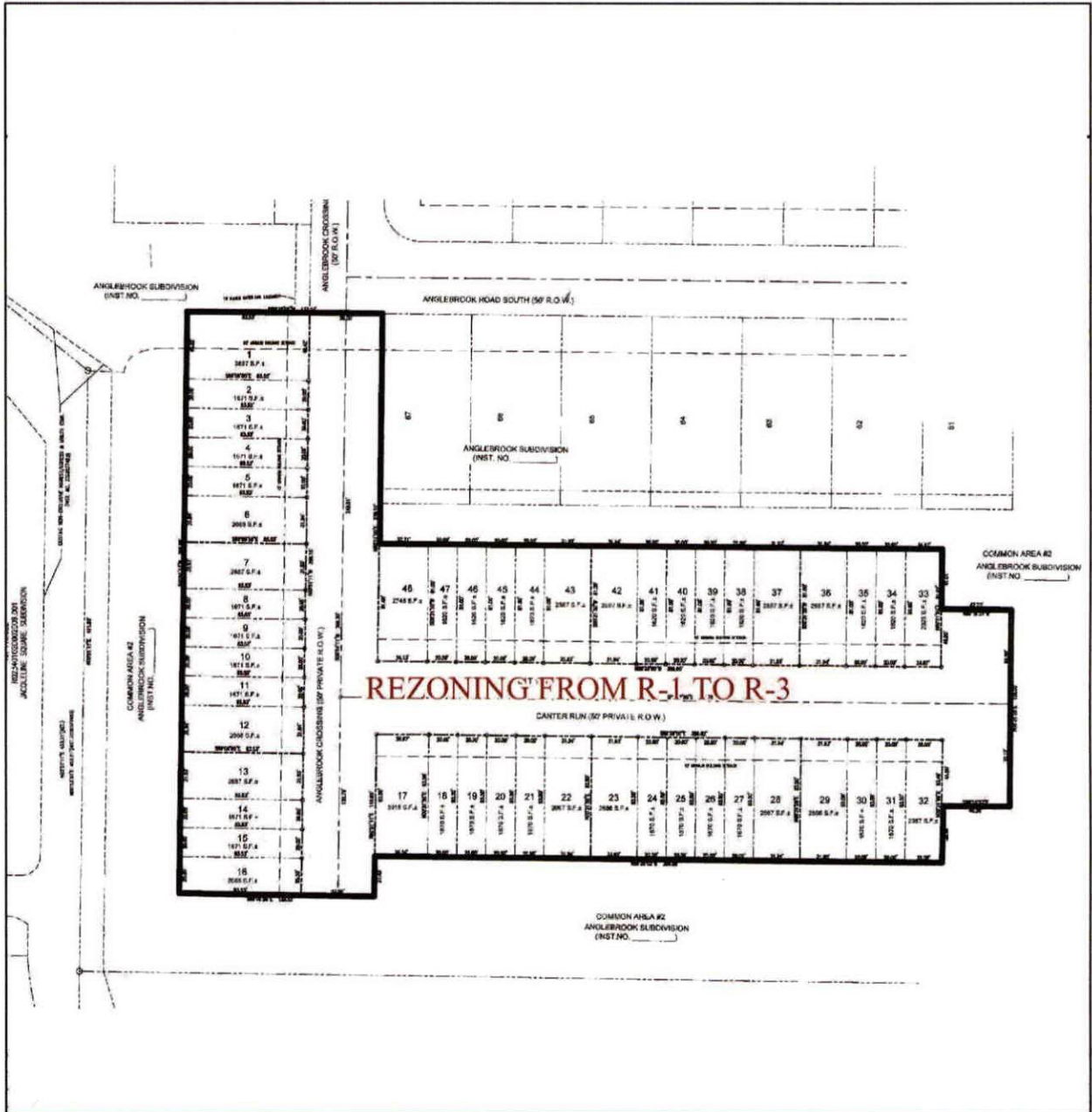


The site is surrounded by residential units. Commercial units lie southwest of the site.

APPLICATION NUMBER <u>14</u> DATE <u>September 19, 2024</u>		 NTS
APPLICANT <u>Anglebrook Subdivision, Phase 2</u>		
REQUEST <u>Subdivision, Rezoning from R-1 to R-3</u>		

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



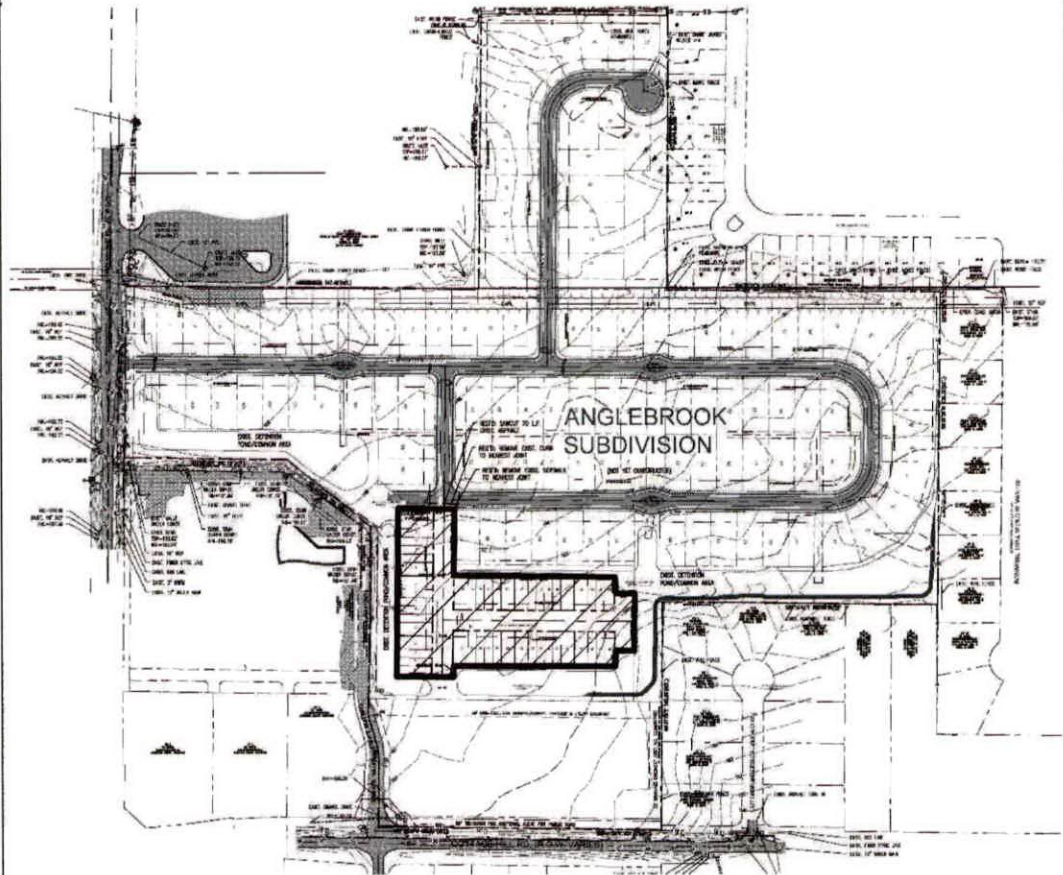
APPLICATION NUMBER 14 DATE September 19, 2024

APPLICANT Anglebrook Subdivision, Phase 2

REQUEST Subdivision, Rezoning from R-1 to R-3



DETAIL SITE PLAN



APPLICATION NUMBER	14	DATE	September 19, 2024
APPLICANT	Anglebrook Subdivision, Phase 2		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

N
↓
NTS

			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.

Transmittal Sheet



To:

Logan Anderson

Company:

City of Mobile Planning & Zoning

Address:

200 Government Street, 2nd Floor

City, State, Zip Code:

Mobile, AL 36602

From:

Heather Bell

Date:

10/03/2024

Senders Reference:

21-083 Anglebrook subdivision

URGENT

☐

Please
Comment

☐

For
Review

☒

As
Requested

☐

For Your
Files

☐

Notes/Comments:

Enclosed you will find:

Check #11058 in the amount of \$343.52 for the advertising fee for the rezoning application (ZON-UDC-003038-2024)

Thank you.

ANGLEBROOK TOWNHOMES LEGAL DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, COTTAGE WOODS COURT, AS RECORDED IN MAP BOOK 41, PAGE 103, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH, 17.60 FEET TO A POINT; THENCE RUN WEST, 67.33 FEET TO THE POINT OF BEGINNING; THENCE RUN S00°31'55"W, 135.00 FEET TO A POINT; THENCE RUN N89°19'27"W, 46.24 FEET TO A POINT; THENCE RUN S00°31'50"W, 38.49 FEET TO A POINT; THENCE RUN N89°28'02"W, 389.09 FEET TO A POINT; THENCE RUN S00°51'11"W, 27.43 FEET TO A POINT; THENCE RUN N89°08'55"W, 133.53 FEET TO A POINT; THENCE RUN N00°51'13"E, 398.69 FEET TO A POINT; THENCE RUN S89°28'05"E, 133.53 FEET TO A POINT; THENCE RUN S00°51'55"W, 157.50 FEET TO A POINT; THENCE RUN S89°28'02"E, 386.43 FEET TO A POINT; THENCE RUN S00°31'50"W, 41.01 FEET TO A POINT; THENCE RUN S89°19'27"E, 47.73 FEET TO THE POINT OF BEGINNING. CONTAINING 3.28 ACRES MORE OR LESS, AND LYING IN SECTION 2, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOBILE COUNTY, ALABAMA.

Anderson, Logan

From: Ashley Thrash <ashleythrash0@gmail.com>
Sent: Thursday, August 29, 2024 8:23 AM
To: Planning
Subject: District 6 - Anglebrook Subdivision

[Some people who received this message don't often get email from ashleythrash0@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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. My name is Ashley Thrash and I live on Cottage Woods Court. I am writing concerning the proposed townhomes that are trying to be approved for Anglebrook subdivision. I would ask that you please deny these being built as they will be right behind and on top of me. With them being townhomes, people will be able to look right over/down into my backyard. I would prefer people to not be able to watch my kid play, swim, etc. not to mention a family dinner on our back porch will never be appealing again.

Since the clearing of this land and the flooding I received (multiples times) prior to them finally putting in the proper drainage, my fence has been pushed over and is now falling and all along the bottom is rotted due to all the water. There are now wild vines and popcorn trees growing out of control and popping through my fence. Who will be maintaining all of this? With that being the case, I am requesting my fence be replaced and maybe moved to an 8' fence? I am hoping that would help a little. Along with a new fence, I am requesting if these are approved, please require they have shades on them or at least the top level to where people cannot look right over into our yard. Possibly even require them to build a barrier of some sort (whether clean maintained tree line or something else) and keep them a good distance from our fence line. When we purchased this home we loved the quiet small kept to ourselves area and now we are being squished without any care or concern about the problems being caused. Not to mention the amount of noise we will be receiving with all the building and new people coming. Of course if that isn't enough, we are moving thousands of people into our school districts that are already overflowing and busting at the seams.

I do not have much respect for DR Horton homes as they never seem to care about the people that surround their neighborhoods they are building. They do great water runoff for their neighborhoods but everyone around them are the ones who suffer. I would ask that this is really evaluated and kept on top of because once they are all done, there is nothing anyone can do about it. Lastly, I am concerned about the retention ponds and who will maintain them and make sure the drainage stays clean and works properly and makes sure small children cannot get to them. They are full of standing water currently and we are concerned of children getting to them and it turning tragic.

I appreciate your time and efforts in doing what you can to help with this matter. Please feel free to email me, call or text anytime. Thank you again,

Ashley H. Thrash
251-767-3392



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 20, 2024

Timothy D. Lawley
Sawgrass Consulting, LLC.
30673 Sgt. E.I. Boots Thomas Drive
Spanish Fort, Alabama 36527

Re: 2301 McFarland Road
ZON-UDC-003038-2024
Anglebrook Subdivision
Tim Lawley, P.E., Sawgrass Consulting, LLC
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

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

At its meeting on September 19, 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;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) 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) The amendment would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,

ZON-UDC-003038-2024 2301 McFarland Road
September 20, 2024

- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) 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. Completion of the Subdivision process;
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.

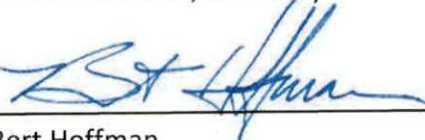
The advertising fee for this application based on the current legal description is \$343.52. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Jennifer Denson, Secretary



Bert Hoffman
Deputy Director of Long Range Planning

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?

08/27/24 Azalea Hills Christian Church Life Center at 9191 Cottage Hill Rd

2. What information was presented at the meeting?

The reason for rezoning request

3. What concerns were raised during the meeting?

See attached meeting minutes

4. Were any modifications made or considered in response to the concerns raised at the meeting?

No

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

Neighborhood Meeting Checklist:

- ☒ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.
- ☒ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.
- ☒ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.
- ☒ Neighborhood Meeting held.
- ☒ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:
 - ☒ 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
- ☒ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.
- ☒ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

ANGLEBROOK NEIGHBORHOOD MEETING

DATE: AUGUST 27, 2024

TIME: 4:00 p.m. – 5:30 p.m.

LOCATION OF NEIGHBORHOOD MEETING: Azalea Hills Christian Church Life Center

Below is a summary of the proposed project presented at the Neighborhood Meeting:

Requesting rezoning from R-1 to R-3 for Anglebrook Subdivision Phase 2

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Full size site plan and Anglebrook Subdivision plats (Phase 1 and Phase 2)

Please attach copies of the distributed information to this summary.

Copies attached

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):

Recorded transcribed minutes are attached.

The Neighborhood Meeting ended at the following time: 5:30 p.m.

Applicant's signature attesting the accuracy of this summary:

X  Date: 08-29-24



30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

Notice of Neighborhood Meeting

July 30, 2024

Bickley Station LLC
1 Sleiman Pkwy, Ste 270
Jacksonville, FL 32216

Dear Property Owner(s):

This letter is to inform you that a neighborhood meeting has been scheduled to discuss the following application(s) that Sawgrass Consulting, LLC will be submitting to the Mobile City Planning Commission:

- (1) Zoning Change Application to rezone the property at 2301 McFarland Rd from Single Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3)
- (2) Rezoning is requested for Lot 108 (Anglebrook Subdivision) for development of proposed townhomes.

The neighborhood meeting will be held at the following time, date, and location:

August 27, 2024

4:00 – 5:30 p.m.

Azalea Hills Christian Church Life Center

You are receiving this notice because your property is located within three hundred feet of 2301 McFarland Road, 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,

A handwritten signature in blue ink that reads "Heather Bell".

Heather Bell
251-404-7006
hbelle@sawgrassllc.com

ALVEY SCOTT 2400 COTTAGE WOODS CT MOBILE, AL 36695	BICKLEY STATION, LLC 1SLEIMAN PKWY STE 270 JACKSONVILLE, FL 32216	BINEGAR MICHAEL D 2420 COTTAGE WOODS CT MOBILE, AL 36695
CYN-CLIF-SCO DEVELOPMENT P O BOX 16064 MOBILE, AL 36616	GONZALEZ, ERIKA Y 2440 COTTAGE WOODS CT MOBILE, AL 36695	KEYES WILLIAM H 2441 COTTAGE WOODS CT MOBILE, AL 36695
NEW HORIZONS CREDIT UNION 622 AZALEA RD MOBILE, AL 36609	SCHROCK ARLIN O C/O MYERS RICHARD 2421 COTTAGE WOODS CT MOBILE, AL 36695	STEPHENSON DANNY J 2431 COTTAGE WOODS CT MOBILE, AL 36695
THRASH ASHLEY H 2410 COTTAGE WOODS CT MOBILE, AL 36695	TILLMAN MINDY ANN 2411 COTTAGE WOODS CT MOBILE, AL 36695	WILSON JOHN C JR 2391 COTTAGE WOODS CT MOBILE, AL 36695
WITTMAN, RICHARD 2430 COTTAGE WOODS CT MOBILE, AL 36695	WOOD PETER 2401 COTTAGE WOODS CT MOBILE, AL 36695	DR HORTON, INC 1641 POPPS FERRY RD, STE B BILOXI, MS 39532
SAWGRASS, LLC 30673 SGT BOOTS THOMAS DR SPANISH FORT, AL 36527	DISTRICT 6 CITY COUNCIL REPRESENTATIVE JOSH WOODS P O BOX 1827 MOBILE, AL 36633-1827	CITY OF MOBILE PLANNING & ZONING DEPARTMENT P O BOX 1827 MOBILE, AL 36633-1827

ANGLEBROOK COMMUNITY MEETING MINUTES

August 27, 2027

Every person in attendance was asked to sign in and provide contact information. (Sign in sheet provided)

ATTENDEES FOR THE APPLICANT:

Tim Lawley and Heather Bell – Sawgrass Consulting, LLC
Spencer Arnold and Tonya Anderson – DR Horton, Inc

COMMUNITY ATTENDEES:

Richard Wittman, Bill Robinson, Kathy Kendall, Danny Christian, Jason Giles
Jennifer Dutton, Bobby McLeod, Gary West, Josh Woods District 6 Councilman

The meeting began at 4:00 p.m.

Tim Lawley introduced himself as the Engineer of Record on the project. We are working for DR Horton on the design of the two (2) phase project of Anglebrook. Phase 1 being the single family residential with 107 lots and Phase 2 being 48 townhome lots (proposed).

Tim Lawley explained that the purpose of this meeting concerns the Phase 2 site. The project was already approved in Mobile County and was halfway through construction before it was annexed into the City of Mobile. When it was annexed in everything came in as R-1 which conforms to the single-family portion of the proposed site. The townhome portion of the site requires rezoning from R-1 to R-3, so this is why the meeting is being held. We are requesting the rezoning from R-1 to R-3 on what is lot 108 of Anglebrook Subdivision will be the townhome portion of the site. That portion of the site is located to the south portion of the property, immediately east of Publix. That is the purpose of the meeting.

Q: Ashley Thrash questioned will there be 108 single family homes?

A: 107 single family homes and 48 townhomes

Q: Ashley Thrash, lives in Cottage Woods Court, asked if the 48 townhomes, would that be towards Cottage Hill Rd, in between New Horizons and Cottage Hill is that correct?

A: They will be West of the north end of Cottage Woods Court and in line with where Publix is located. You can see it clearer on this drawing (Plat) where it is in relation to your lot or street.

Q: Ashely Thrash are the townhomes just two stories?

A: Yes, that is correct, they are 2 and 3 bedroom

Q: Ashely Thrash if I am understanding correctly from all the letters from the City and ya'll (Sawgrass), it is about to get super close to me, I think they have 5 feet, is that correct? It is going to be that close? I would assume it couldn't be that close due to the drainage. It says "their rear can be up to 5 feet" but I don't know how it is spacing.

A: The 5 ft set back would be away from an internal property line, between you and the actual development, I don't have an exact distance on this plat but it appears to be roughly 60-70 ft. Basically it is a detention pond located between the development and your fence line. And that would apply to both the north and west side of Cottage Woods Court.

Q: Ashley Thrash when will they drain the detention ponds?

- A: Once construction is complete it will be dry, currently there are some temporary erosion control measures in place, once construction is finished the erosion control measures will be taken out and it will become dry.
- Q: Ashely Thrash and the City will be the ones that control the woods in between? The stuff that is growing out of control pushing my fence down now? Like popcorn trees, they took two trees down, my fence is falling over and rotted on the bottom from flooding that I endured before the drainage got put in. So, will the City maintain all this open space?
- A: No, the ponds will be maintained by the POA of the subdivision.
- Q: Ashley Thrash, right I am talking about the woods that are out of control that keep continuing to push my fence down?
- A: Anything on your property would be your maintenance. Anything on Lot 108 would be the POA's maintenance.
- Q: Ashley Thrash so there is not going to be any gap? That's not one or the other
- A: No
- Q: Ashely Thrash I hear DR Horton is pretty much garbage. I know what happened with Spring Grove and I know the people get flooded still due to them making sure the water was good in Spring Grove but they didn't care about the people it ran down to. That is my concern, because I am getting the water from what has been cleared. Granted when you put in that ditch it helped a ton from what was shin deep at one time in orange mud. I am just trying to figure out how to get more from DRH that "yeah it will be good".
- A: The subdivision has been designed per the appropriate standards. Prior to development of the Anglebrook site, there was a large portion of the Anglebrook site that drained directly through your property and other properties on Cottage Woods Court to the existing infrastructure within Cottage Woods Court. All of the water coming from our site has now been "cut-off", collected into detention ponds and routed directly to the existing infrastructure on Cottage Hill Road. Flow rates from the site were reduced even further below the required standards to accommodate the existing storm pipe sizes on Cottage Hill Road (which are smaller than the ones on Cottage Hill Woods, where it previously drained).
- Q: Ashely Thrash and that is what I am saying, it has been better since that drainage was actually put in.
- A: There was a significant area, I don't know the exact number of acres, but 15-20 acres of property that was draining to Cottage Woods court is no longer draining there. It is draining to our ponds and being routed around the west side directly to Cottage Hill Road.
- Q: Ashley Thrash, maybe so, the woods did break that up a lot because the 8 years I have been there, I have never walked around and watched my kids play on a boogie board down the drive way, until the woods were cleared out. So, I am just trying to say that once this is all built, that is not going to make it worse?
- A: No, it is not. That is what the pond is designed for.
- Q: Ashley Thrash, because I know Spring Grove they made the run off good, Spring Grove doesn't flood, but where it comes out it does. I am just trying to make sure we are not going to pay the price for that neighborhood.
- A: There is no water coming to you. In the event of exceeding the 100-year design storm, and the occurrence of a catastrophic event, there is an emergency overflow on this pond that is designed to drain down the west side of your subdivision. It still would not come to your subdivision.
- Q: Unidentified man - Where would it go?

A: It would go to Cottage Hill Road and into the ditch.

Q: Unidentified man - No, I am talking about in a 100-year flood?

A: That is where it would go. It would just surface flow. But the intention is for that not to happen. It is designed for a 100-year storm plus it has a foot to foot and half capacity above that. And if you reach that capacity there is an overflow design to route the water.

Q: Ashley Thrash - Who is going to maintain that ditch, I know it is not part of that development?

A: There is a drainage and maintenance easement on that ditch that would be maintained by that property owner and that area could also serve the adjacent outparcel if it gets developed.

Q: Ashley Thrash, but that part on Cottage Hill Rd, there is not a property owner, like the one in front of our subdivision, that the orange mud runs through now, who would maintain that? Keeping it unclogged? Would that be the City?

A: I am not sure I follow your question?

Q: Unidentified man - You know like on the side of the road on Cottage Hill and Walgreens they are all stopped by with woods right now, you should go by there and look.

Q: Ashley Thrash: I mean the grass, I had to go out there this weekend and weed eat. If you go past Publix past my house and that big square at Cottage Hill Road and you go that way, that whole line, that is what I am trying to figure out.

A: You are talking about the water that comes down the other side of your subdivision down to those big cross drains down Cottage Hill? There is a significant offsite drainage area that comes from other subdivisions and developments that comes to that main culvert crossing just east of your subdivision. That is not coming from our subdivision. If you want to come show me on the map.

Q: Ashley Thrash - It wasn't here until you came here. (She pointed out her house on the plat) The square drain that runs out and under our drive, so who would maintain that? The City?

A: Once it gets into the City ROW, yes, this part of it would be the City maintenance.

Q: Ashley Thrash - So, the underground pipe is the subdivision's maintenance?

A: Yes, that part is part of the subdivision maintenance because it is installed with their detention facility.

Q: Ashley Thrash - So, the ditch I talked about would be whoever owns this?

A: Yes, that is the overflow swell that was put in and this whole piping system was designed coming off this lot as well.

Q: Ashley Thrash - who is to say they will maintain that? Their HOA?

A: Yes, there is an Operation and Maintenance Agreement for this subdivision that is submitted to the City and it is recorded and it states exactly what is to be maintained (Common areas, detention pond, etc) It is a recorded document and it is enforceable if they are not maintaining it, you call the City and they don't fix it, the City can enforce it, fix it and bill them for it. Ideally it never gets to that point.

Q: Ashley Thrash - Is this the section that is the Townhomes?

A: Yes, this is the detention pond. You are 110 feet from the face of a new building.

Q: Unidentified man - Is this the Townhomes

A: Yes, sir.

Q: Unidentified man - I saw the site plan of nine buildings. Has that changed?

A: No sir, this is the original design that was originally approved by Mobile County.

Q: Jennifer Dutton – I attend church here and my concern is the water run off we experience when it rains. A deluge.

A: None of our water comes in that direction. Here's Publix here and your church here and their pond is somewhere here and the water comes across the road. All our water from our site comes down this easement here and then goes this way and crosses Cottage Hill road down here.

Q: Ashley Thrash – the only street access to this is from McFarland?

A: Yes, that is correct.

Q: Ashley Thrash - How long is this going to take to complete?

A: Most of the infrastructure is installed, I would assume, 1-3 months before you begin seeing building permits and actual houses being built. We are 90-95% complete with the road and site construction.

Q: Josh Woods - So the City requires two points of entry for a development, will there be a gate somewhere for Emergency Only as the secondary entrance? How will that work?

A: The latest is approved with one entrance.

Q: Josh Woods – it hasn't been approved yet. Will you seek a waiver for that?

A: That hasn't been brought up yet.

Q: Kathy Kendall – what size will the homes be?

A: DRH answered, the townhomes will be 1500-1600 square feet and the single family homes 1600-2500 square feet.

Q: Ashely Thrash – are those brick homes?

A: DRH – I do not know the answer yet.

Q: Kathy Kendall – what do you expect the price points for those homes to be?

A: DRH - They will range from \$230 to just over \$300,000.

Q: Kathy Kendall – what do you anticipate the rental of the townhomes?

A: DRH - The townhomes will be for sale not rental, and those will start around \$220-\$230,000 range.

Q: Kathy Kendall - Will you begin construction of both homes and townhomes at the same time?

A: DRH – We don't know for sure, yet, but I think we will start construction on the single family and townhomes at the same time. Probably 3-4 months from starting construction.

Q: Will there be an amenity facility for the townhomes?

A: No

Q: Ashley Thrash - Does anyone know when they are planning to build new schools between us and Semmes? We are constantly jamming more kids in the schools.

A: Josh Woods – they are building them and when they start it will take 3 years.

Q: Unidentified man - Do you know if they are planning any more infrastructure for traffic? It is very congested!

- A: I do not know the answer to that question, I do know when this area was in the County there was plans for the widening of McFarland and Cottage Hill in this general area, it was on the list of PAYGO projects. Obviously, it is not in the County anymore, so I am not sure if the City has any plans to do that.
- A: Josh Woods – On September 24 at the Connie Hudson Community Center we will have a District 6 meeting at 5:30, that is all I can discuss right now. I do know the approved PAYGO is going to be part of the widening of Cottage Hill.
- Q: Ashley Thrash - Is it going to be 4 lanes or 5?
- A: Josh Woods - 4 with a center turn lane, same as Dawes.
- Q: Kathy Kendall - Are there any other existing neighborhoods that consist of these single-family homes and townhomes like this in Mobile?
- A: Not by DR Horton. There may be other mixed use communities in Mobile.
- Q: Kathy Kendall - The townhomes are going to be the same name as the single-family homes? All part of Anglebrook Subdivision?
- A: Yes, the 108 lots, with lot 108 being the townhome portion as Phase 2.
- Q: Kathy Kendall – I understanding that you are asking the City to approve the multi-use and then it will go before the Planning Commission, is that right?
- A: Yes, ma'am.
- Q: Kathy Kendall - And what is the plan if the Planning Commission denies that request?
- A: I am not sure that has been contemplated. This is a unique situation, in that the development was halfway constructed when it was annexed into the City. We have never had a situation where something was halfway complete and having to switch gears based on the different regulations, different material specifications, different setbacks, for the City of Mobile. It has been a unique situation, and we are doing the best we can.
- Q: Ashley Thrash - Our County Commissioner voted NO because we do not have the schools or road infrastructure that they keep jamming into this section.

Tim Lawley asked if there were any more questions.

Most attendees left at 5:10 p.m., the meeting concluded at 5:30 p.m.

###

NEIGHBORHOOD MEETING

DATE: AUGUST 27, 2024

TIME: 4:00 p.m. – 5:30 p.m.

LOCATION OF NEIGHBORHOOD MEETING: Azalea Hills Christian Church Life Center 9191 Cottage Hill Rd

PROJECT LOCATION: 2301 McFarland Rd

PROJECT/APPLICATION: Rezoning from R-1 to R-3

Applicant's signature attesting the accuracy of this sheet:

X  Date: 08-27-24
Tim Lawley - Sawgrass Consulting, LLC

PLEASE SIGN IN:

NAME:	Heather Bell	EMAIL:	HBell@sawgrassllc.com
ADDRESS:	Sawgrass	PHONE:	251-404-7006
NAME:	Spencer Arnold DRH	EMAIL:	
ADDRESS:	7856 Westside park Dr.	PHONE:	
NAME:	Tonya Anderson DRH	EMAIL:	
ADDRESS:	7856 Westside Park Dr	PHONE:	
NAME:	Richard Wittmagn 2430 Cottage Woods ct.	EMAIL:	rjwitt2430a@bellsouth.net
ADDRESS:		PHONE:	

NEIGHBORHOOD MEETING

DATE: AUGUST 27, 2024

TIME: 4:00 p.m. - 5:30 p.m.

Project Location: 2301 McFarland Road

NAME:	BILL ROBINSON	EMAIL:	
ADDRESS:		PHONE:	251-610-7676
NAME:	Ashley Thrash	EMAIL:	ahuggins1335@yahoo.com
ADDRESS:	2410 Cottage Woods Woods ct.	PHONE:	251-767-3392
NAME:	Josh Woods	EMAIL:	Josh.Woods@C.Syofmphis.org
ADDRESS:	6624 Blunely Ct Mobile, AL 36695	PHONE:	251-332-6666
NAME:	Kathy Kendall	EMAIL:	
ADDRESS:		PHONE:	
NAME:	Danny L Christian	EMAIL:	dchristian91@gmail.com
ADDRESS:	10700 Rigby Dr. Mobile, AL 36695	PHONE:	706-566-0542
NAME:	JASON GILES	EMAIL:	JoeyGiles02@gmail.com
ADDRESS:	8720 Hamilton Creek DR.W.	PHONE:	251 436 9144
NAME:	Jennifer Dutton	EMAIL:	archiesmom@gmail.com
ADDRESS:		PHONE:	



NEIGHBORHOOD MEETING

DATE: AUGUST 27, 2024

TIME: 4:00 p.m. – 5:30 p.m.

Project Location: 2301 McFarland Road

NAME:	Bobby McLeod	EMAIL:	msmb3m366840@outlook.com
ADDRESS:	9958 Peyton Dr N	PHONE:	251-509-5240
NAME:	Gary West - Pastor	EMAIL:	
ADDRESS:	Azalea Hills Christian Church	PHONE:	863-632-1726
NAME:		EMAIL:	
ADDRESS:		PHONE:	
NAME:		EMAIL:	
ADDRESS:		PHONE:	
NAME:		EMAIL:	
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NAME:		EMAIL:	
ADDRESS:		PHONE:	
NAME:		EMAIL:	
ADDRESS:		PHONE:	

ANGLEBROOK SUBDIVISION, PHASE 2

SITE DATA
 NUMBER OF LOTS = 48
 SMALLEST LOT SIZE = 0.044 ACRES (1,920 S.F.)
 TOTAL ACRES OF SITE = 3.284 ACRES
 LINEAR FEET OF ROAD = 104 L.F.
 MINIMUM LOT/STREET CORNER = 100'

OWNER
 DR. HORTON, INC.
 1841 PUPPY TERRY ROAD
 SUITE B
 BILLO, MO. 38002

DEVELOPER
 DR. HORTON, INC.
 1841 PUPPY TERRY ROAD
 SUITE B
 BILLO, MO. 38002

SURVEYOR/ENGINEER
 SAWGRASS CONSULTING, LLC
 20675 SET O' BUDS DRIVING DRIVE
 TOWN OF BILLO, MO. 38007
 ERIC L. GORDON, PLS
 ALABAMA LICENSE NO. 38001
 TAYLOR D. LARLEY, PE
 ALABAMA LICENSE NUMBER 2009

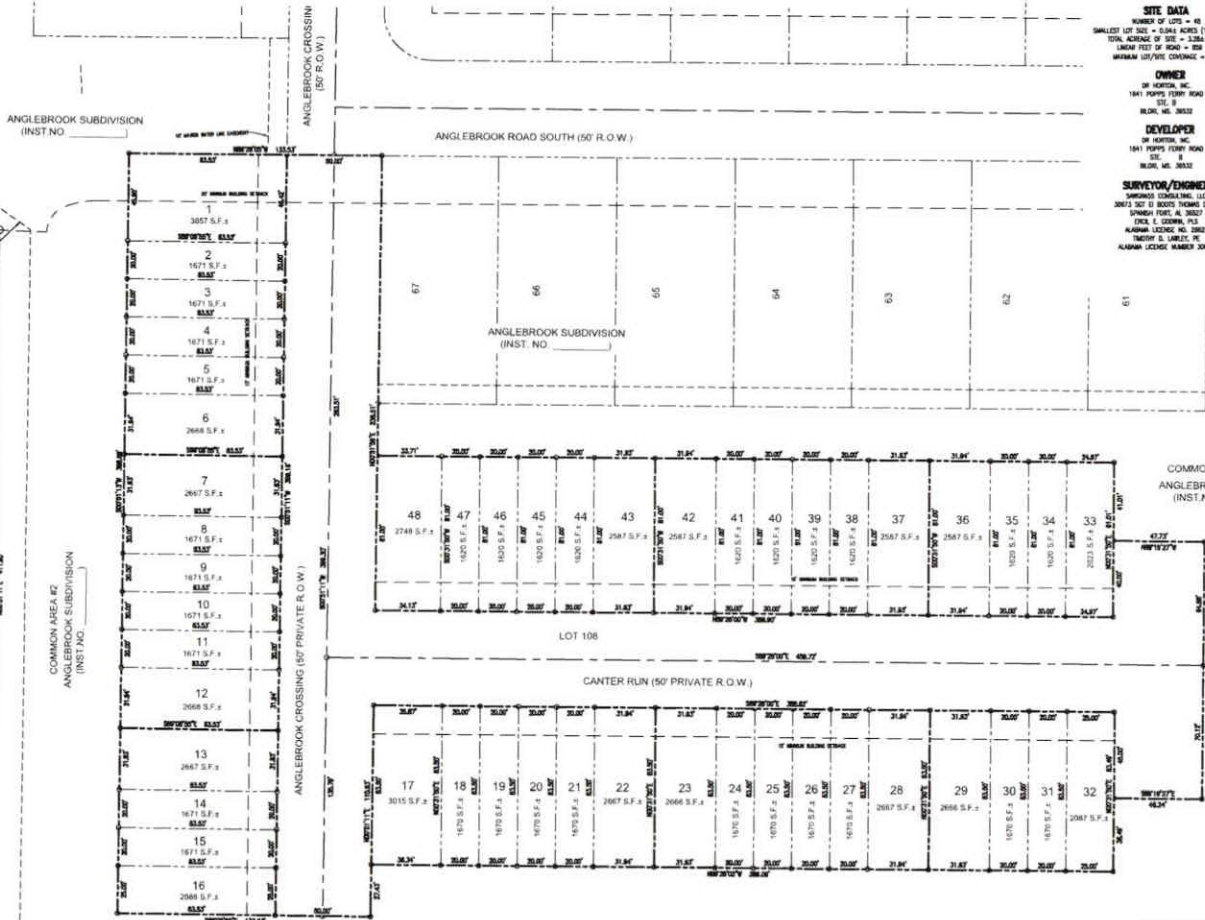
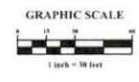
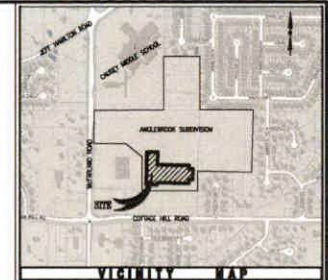
LEGEND
 C.R.P. DAPPED REBAR FOUNDED
 C.T.P. DAPPED TOP REBAR FOUNDED
 R.B.F. REBAR FOUNDED
 C.R.S. 1/2" DAPPED REBAR SET
 C.M.F. CONCRETE MONUMENT FOUNDED
 P.L. PROPERTY LINE

ZONING
 CITY OF MOBILE 3-1

SETBACKS
 ALONG ALL RIGHTS-OF-WAY = 10 FEET

UTILITY EASEMENTS
 FRONT OF ALL LOTS AND COMMON AREAS = 10 FEET (SEE ALSO DEDICATED MAPS)

FLOOD ZONE
 ZONE 1 (UNSHOWN)



COMMON AREA #2
 ANGLEBROOK SUBDIVISION
 (INST. NO. _____)

COMMON AREA #2
 ANGLEBROOK SUBDIVISION
 (INST. NO. _____)

- PLAT NOTES REQUIRED BY CITY OF MOBILE
- A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBANCE ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE CHAPTER 11, STORM WATER MANAGEMENT AND FLOOD CONTROL, THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (FPM), AND THE RULES FOR EROSION AND SEDIMENTATION CONTROL, AND STORM WATER RUNOFF CONTROL.
 - THE APPROVAL OF ANY APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES INCLUDING ALL STORM WATER RUNOFF, FLOODING, AND FLOODPLAIN REQUIREMENTS WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT.
 - A SCHEDULE IS REQUIRED TO BE CONSTRUCTED, AND/OR REFINED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT THE TIME OF NEW DEVELOPMENT OR CONSTRUCTION UNLESS A SCHEDULE PERMIT IS APPROVED.
 - ALL EXISTING AND PROPOSED SETBACKS INCLUDING COMMON AREAS AND REBAR SHALL BE RESPONSIBILITY OF THE PROPERTY OWNERS, AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.
 - ALL EXISTING SHALL REMAIN IN EFFECT UNTIL MOVED THROUGH THE PROPER MOBILE PROCESS.
 - STORMWATER RUNOFF, SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO RIGHTS OF WAY REQUIREMENTS INCLUDING ON-SITE FLOODING, INCLUDING FOR WINDSTORM SPILLS, SHALL MEET THE MOBILE STANDARDS AS SET FORTH IN THE CITY'S ZONING ORDINANCE.
 - PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES FACT OUT OF THE 1981 REBAR SECTION OF THE ALABAMA LEGISLATION (ACTS 1981, P. 1487), AS AMENDED, AND CITY CODE CHAPTERS 37 AND 405, PRIVATE REMAINS OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION, HEARING OF HEARING FROM UNDEVELOPED RESIDENTIAL SITES, DEVELOPED RESIDENTIAL SITES IN RESIDENTIAL DISTRICTS, AND ALL COMMERCIAL SITES WILL REQUIRE A PERMIT FROM MOBILE.
 - 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 APPROXIMATE ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS, A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 800' OF SPRINKLED COMMERCIAL BUILDINGS.

- SECTION: SURVEYOR'S NOTES
- REVISIONS OF INFORMATION USED TO INCLUDE THIS SURVEY WITH PREVIOUS SURVEYS BY THIS FIRM, SURVEYS BY OTHER FIRMS AND INFORMATION FURNISHED BY CLIENT, NO TITLE, SCHEDULE, TITLE, ORIGIN OF SURVEYING DATA, OR THE TIME, YEAR, DATE, OR UNPUBLISHED SURVEY, UNPUBLISHED SURVEY, UNPUBLISHED HIGH-OF-WAY, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF THIS PROPERTY THAT HAVE NOT BEEN CARRIED AT THE TIME OF SURVEY.
 - ALL BOUNDARIES ARE BASED ON THE GRID NORTH AS DETERMINED BY GPS DATA AND REFERENCED TO MOBILE, ALABAMA WEST STATE PLANE COORDINATES.
 - FIELD WORK FOR THIS SURVEY WAS COMPLETED OCTOBER, 2021.
 - I HAVE CONSULTED THE FEDERAL BUREAU OF LAND MANAGEMENT MAP, COMBINATION PLANS NO. 100000000, 100000000, 100000000, AND 100000000, AND HAVE FOUND THAT THE DESCRIBED PROPERTY IS LOCATED IN ZONE 1 (UNSHOWN) AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN.

DESCRIPTION OF SUBJECT:
 LOT 108, ANGLEBROOK SUBDIVISION AS RECORDED IN RECORD BOOK NO. _____, CONTAINING 3.28 ACRES, LOT 108 IN SECTION 2, TOWNSHIP 5 SOUTH, RANGE 3 EAST, MOBILE COUNTY, ALABAMA.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE SURVEYING REQUIREMENTS OF THE ENGINEER'S PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

MOBILE CITY PLANNING COMMISSION
 AUTHORIZED SIGNATURE _____ DATE _____

MOBILE CITY ENGINEERING DEPARTMENT
 AUTHORIZED SIGNATURE _____ DATE _____

MOBILE CITY ENGINEER
 AUTHORIZED SIGNATURE _____ DATE _____

TRAFFIC ENGINEERING DEPARTMENT
 AUTHORIZED SIGNATURE _____ DATE _____

MOBILE CITY PLANNING COMMISSION
 AUTHORIZED SIGNATURE _____ DATE _____

MOBILE CITY ENGINEERING DEPARTMENT
 AUTHORIZED SIGNATURE _____ DATE _____

MOBILE CITY ENGINEER
 AUTHORIZED SIGNATURE _____ DATE _____

TRAFFIC ENGINEERING DEPARTMENT
 AUTHORIZED SIGNATURE _____ DATE _____

NUMBER	REVISION	DATE

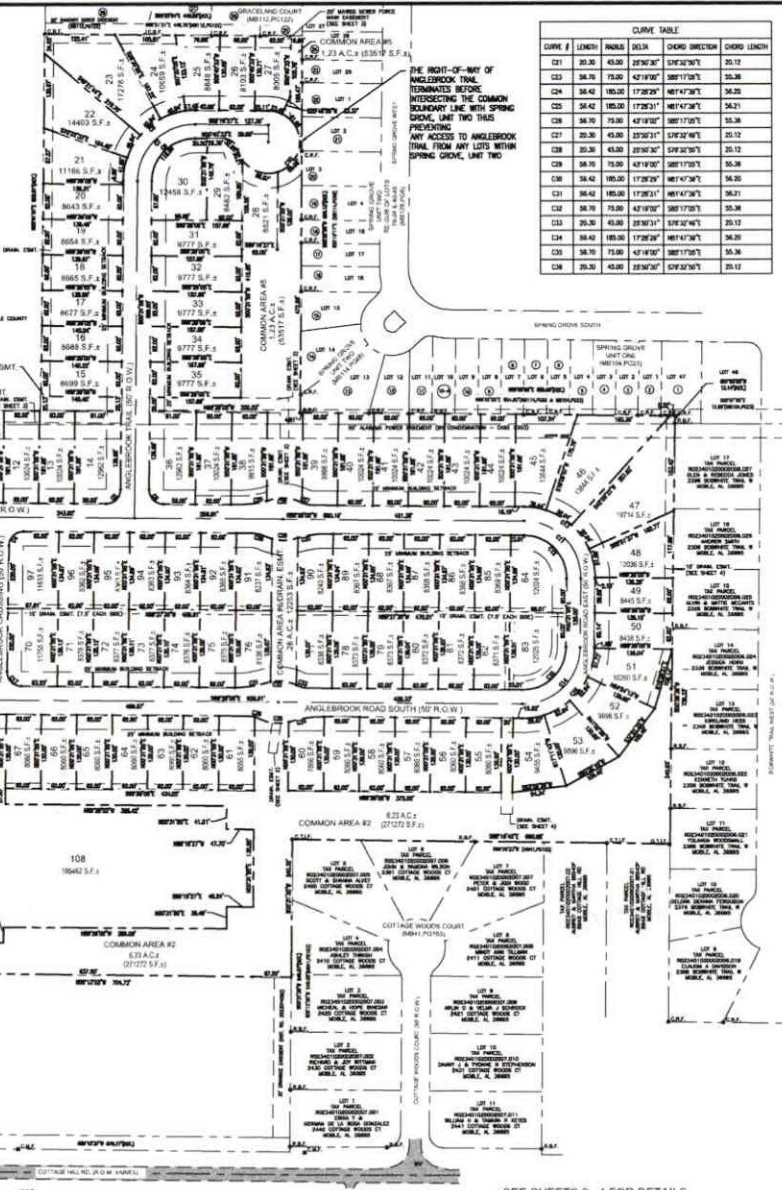


PRELIMINARY PLAT
 ANGLEBROOK SUBDIVISION, PHASE 2
 D.R. HORTON, INC.

SCALE: 1"=30'
 DATE: JULY, 2024
 DRAWN BY: J.L.C.
 CHECKED BY: E.G.
 SHEET: 1 OF 1

ANGLEBROOK

CURVE #	LENGTH	WADSWORTH	CHORD DIRECTION	CHORD LENGTH
C1	30.01	30.01	S44°30'27"E	49.40
C2	34.84	34.84	S45°12'37"E	56.47
C3	36.41	36.41	S45°12'37"E	59.40
C4	36.13	36.13	S45°12'37"E	58.38
C5	36.27	36.27	S45°12'37"E	58.38
C6	36.27	36.27	S45°12'37"E	58.38
C7	157.33	157.33	S45°12'37"E	251.20
C8	186.86	186.86	S45°12'37"E	277.00
C9	118.00	118.00	S45°12'37"E	188.25
C10	244.81	244.81	N45°12'37"E	397.38
C11	157.08	157.08	N45°12'37"E	250.12
C12	117.61	117.61	N45°12'37"E	187.87
C13	186.55	186.55	N45°12'37"E	276.70
C14	157.08	157.08	N45°12'37"E	250.12
C15	117.61	117.61	N45°12'37"E	187.87
C16	186.55	186.55	N45°12'37"E	276.70
C17	36.41	36.41	S45°12'37"E	59.40
C18	36.42	36.42	S45°12'37"E	59.41
C19	36.42	36.42	S45°12'37"E	59.41
C20	36.42	36.42	S45°12'37"E	59.41



CURVE #	LENGTH	WADSWORTH	CHORD DIRECTION	CHORD LENGTH
C21	30.01	30.01	S44°30'27"E	49.40
C22	34.84	34.84	S45°12'37"E	56.47
C23	36.41	36.41	S45°12'37"E	59.40
C24	36.13	36.13	S45°12'37"E	58.38
C25	36.27	36.27	S45°12'37"E	58.38
C26	36.27	36.27	S45°12'37"E	58.38
C27	157.33	157.33	S45°12'37"E	251.20
C28	186.86	186.86	S45°12'37"E	277.00
C29	118.00	118.00	S45°12'37"E	188.25
C30	244.81	244.81	N45°12'37"E	397.38
C31	157.08	157.08	N45°12'37"E	250.12
C32	117.61	117.61	N45°12'37"E	187.87
C33	186.55	186.55	N45°12'37"E	276.70
C34	157.08	157.08	N45°12'37"E	250.12
C35	117.61	117.61	N45°12'37"E	187.87
C36	186.55	186.55	N45°12'37"E	276.70
C37	36.41	36.41	S45°12'37"E	59.40
C38	36.42	36.42	S45°12'37"E	59.41
C39	36.42	36.42	S45°12'37"E	59.41
C40	36.42	36.42	S45°12'37"E	59.41

SITE DATA
 NUMBER OF LOTS = 106
 LOTS COVERED BY THIS PLAT = 23.34 ACRES (23.34 S.F.A.)
 TOTAL ACRES OF SITE = 38.88 ACRES
 LOTS COVERED BY THIS PLAT = 23.34 ACRES
 LOTS COVERED BY OTHER PLATS = 15.54 ACRES
 MAXIMUM LOT-TO-LOT DISTANCE = 405'

OWNER
 D.R. HORTON, INC.
 1841 POPPERS FERRY ROAD
 STE. B
 BIRMINGHAM, AL 35252

DEVELOPER
 D.R. HORTON, INC.
 1841 POPPERS FERRY ROAD
 STE. B
 BIRMINGHAM, AL 35252

SURVEYOR/ENGINEER
 SAWGRASS CONSULTING, LLC
 30073 S.W. 11TH STREET, SUITE 100
 SPANISH FORT, FL 33527
 EPOCH E. SOWAN, P.E.
 ALABAMA LICENSE NO. 22621
 TWEED T. S. LARLEY, P.E.
 ALABAMA LICENSE NUMBER 30858



- ADJACENT PROPERTY OWNERS**
- 1. MOBILE CITY PLANNING COMMISSION
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 - 100. MOBILE CITY PLANNING COMMISSION

NUMBER	REVISION	DATE
1	REVISED PER MOBILE COUNTY COMMENTS	6/1/2022

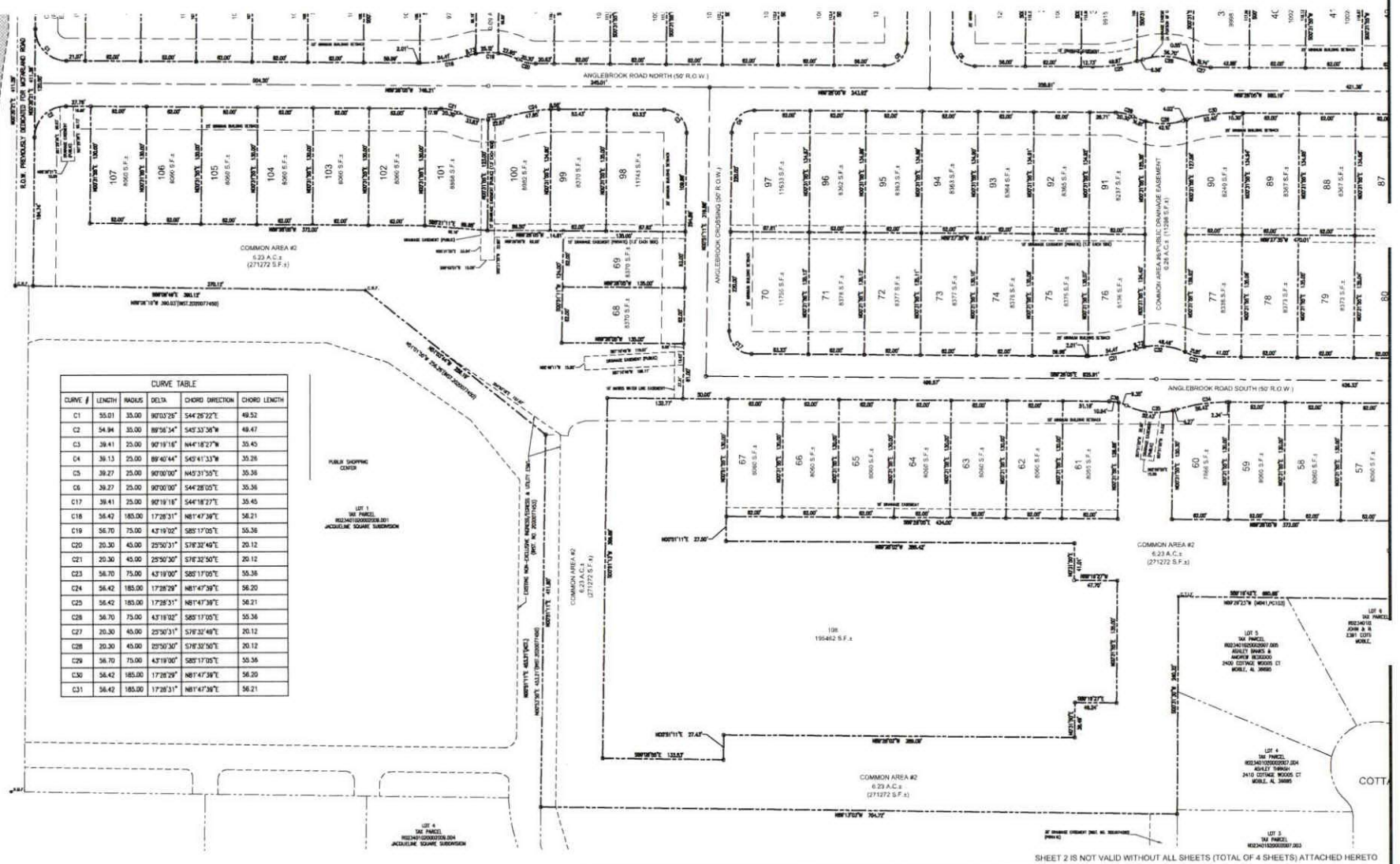
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

30073 S.W. 11th Street, Spanish Fort, AL 36527 Phone: (251) 941-7000

PRELIMINARY PLAT ANGLEBROOK D.R. HORTON, INC.		SCALE: 1"=100' DATE: JULY, 2024 DRAWN BY: J.C. CHECKED BY: E.G. SHEET: 1 OF 4
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ANGLEBROOK



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	55.01	35.00	90°03'28"	S44°26'22"E	49.52
C2	54.94	35.00	89°58'34"	S43°33'36"W	49.47
C3	39.41	25.00	90°18'18"	N44°18'27"W	35.40
C4	38.13	25.00	89°40'44"	S43°41'33"W	35.28
C5	39.27	25.00	90°10'00"	N43°31'50"E	35.38
C6	39.27	25.00	90°10'00"	S44°28'00"E	35.38
C17	38.41	25.00	90°18'18"	S44°18'27"E	35.40
C18	56.42	185.00	17°28'31"	N81°47'39"E	56.21
C19	56.70	75.00	43°18'00"	S85°17'00"E	55.38
C20	20.30	45.00	29°50'30"	S78°32'40"E	20.12
C21	20.30	45.00	29°50'30"	S78°32'40"E	20.12
C23	56.70	75.00	43°18'00"	S85°17'00"E	55.38
C24	56.42	185.00	17°28'31"	N81°47'39"E	56.20
C25	56.42	185.00	17°28'31"	N81°47'39"E	56.21
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C29	56.70	75.00	43°18'00"	S85°17'00"E	55.38
C30	56.42	185.00	17°28'31"	N81°47'39"E	56.20
C31	56.42	185.00	17°28'31"	N81°47'39"E	56.21

NUMBER	REVISION	DATE
1.	REVISED PER MOBILE COUNTY COMMENTS	6/1/2022



ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

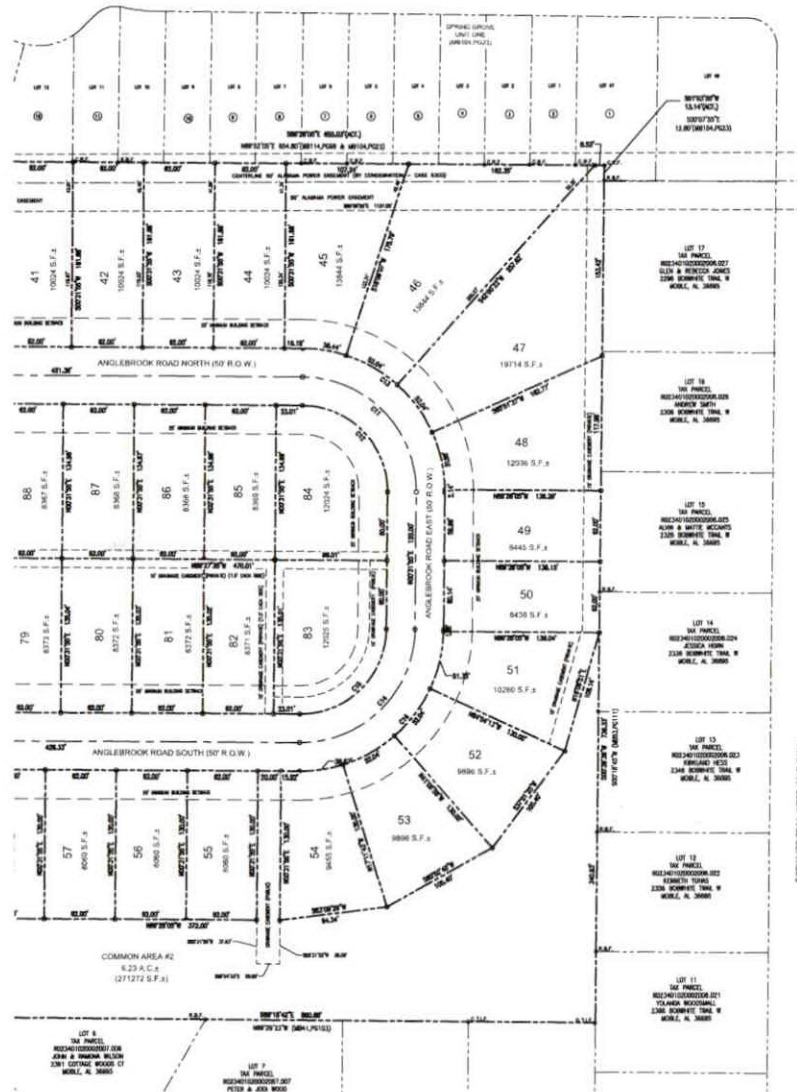
35473 Sp. S. 1, "Sawgrass" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7955

PRELIMINARY PLAT
ANGLEBROOK
D.R. HORTON, INC.

SCALE: 1"=50'
DATE: JULY, 2024
DRAWN BY: JLC
CHECKED BY: EG
SHEET: 2 OF 4

SHEET 2 IS NOT VALID WITHOUT ALL SHEETS (TOTAL OF 4 SHEETS) ATTACHED HERETO

ANGLEBROOK



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD INFECTION	CHORD LENGTH
C11	157.86	100.00	90°00'00"	N44°28'05"W	141.42
C12	117.81	75.00	90°00'00"	N44°28'05"W	106.07
C13	196.35	125.00	90°00'00"	N44°28'05"W	176.78
C14	157.86	100.00	90°00'00"	N45°31'55"E	141.42
C15	117.81	75.00	90°00'00"	N45°31'55"E	106.07
C16	196.35	125.00	90°00'00"	N45°31'55"E	176.78

SHEET 4 IS NOT VALID WITHOUT ALL SHEETS (TOTAL OF 4 SHEETS) ATTACHED HERETO

NUMBER	REVISION	DATE
1	REVISED PER MOBILE COUNTY COMMENTS	6/1/2022



30673 Epg. C-1, "Three" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 344-7300

PRELIMINARY PLAT

ANGLEBROOK

D.R. HORTON, INC.

SCALE: 1"=50'
DATE: JULY 2024
DRAWN BY: JLC
CHECKED BY: EG
SHEET: 4 OF 4

ANGLE

LEGEND

- APPED REBAR FOUND
- RIMMED TOP IRON FOUND
- REBAR FOUND
- 1/2" CAPPED REBAR SET
- CONCRETE MONUMENT FOUND
- PROPERTY LINE

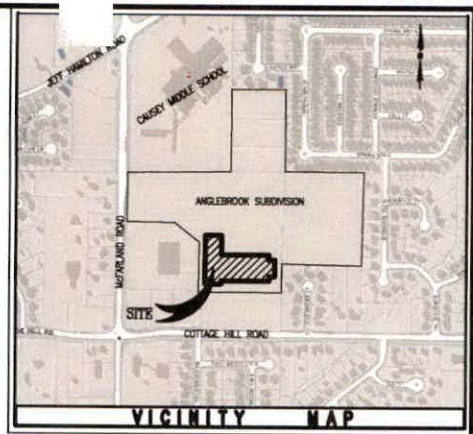
ANGLEBROOK SUBDIVISION
(INST. NO. _____)

10' WATERS WATER LINE LATERAL
MOBILE R-1

BACKS
1'-OF-WAY = 15 FEET

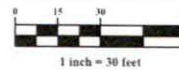
EASEMENTS
COMMON AREAS = 10 FEET (UNLESS
ELSE SHOWN)

D ZONE
(UNSHADED)



VICINITY MAP

GRAPHIC SCALE



PLAT NOTES: REQUIRED BY CITY OF MOBILE

- A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE 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.
- 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.
- A SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT THE TIME OF NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.
- ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREAS, AND WETLANDS SHALL BE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.
- ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
- 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 THE CITY'S ZONING ORDINANCE.
- 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 1981 REGULAR SESSION OF THE ALABAMA LEGISLATURE (ACTS 1981, 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 REMOVAL PERMIT.
- ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2021 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 800' OF SPRINKLED COMMERCIAL BUILDINGS.

GENERAL SURVEYOR'S NOTES:

- SOURCES OF INFORMATION USED TO FACILITATE THIS SURVEY WERE PREVIOUS SURVEYS BY THIS FIRM, SURVEYS BY OTHER FIRMS AND INFORMATION FURNISHED BY CLIENT. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY THIS FIRM. THERE MAY BE UNRECORDED DEEDS, UNRECORDED EASEMENTS, UNRECORDED RIGHT-OF-WAYS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF THIS PROPERTY THAT WERE NOT FURNISHED AT TIME OF SURVEY.
- ALL BEARINGS ARE BASED ON THE GRID NORTH AS DETERMINED BY RTK GPS AND REFERENCED TO NAD83, ALABAMA WEST STATE PLANE COORDINATES.
- FIELD WORK FOR THIS SURVEY WAS PERFORMED OCTOBER, 2021.
- I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION MAP, COMMUNITY PANEL NO. 010970051R, EFFECTIVE JUNE 5, 2020, AND HAVE FOUND THAT THE DESCRIBED PROPERTY IS LOCATED IN ZONE "X"(UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

DESCRIPTION OF SURVEY:

LOT 108, ANGLEBROOK SUBDIVISION AS RECORDED IN INSTRUMENT NO. _____ CONTAINING 3.28 ACRES, AND LYING IN SECTION 2, TOWNSHIP 5 SOUTH, RANGE 3 EAST, MOBILE COUNTY, ALABAMA.

I FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

ERIC L. GOWAN, PLS
ALABAMA LICENSE NUMBER 26821

DATE _____

ACCEPTANCE OF OWNER:

BY: _____
DR. HORTON, INC.

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT I AM SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THIS CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY, AND WITH FULL AUTHORITY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

NUMBER:	REVISION:	DATE:

PLAT
SION, PHASE 2
INC.

SCALE: 1"=30'
DATE: JULY, 2024
DRAWN BY: JLC
CHECKED BY: EG
SHEET: 1 OF 1



City of Mobile • Planning & Zoning Subdivision Application

All of the necessary information for Subdivision approval, as required by the Subdivision Regulations, must be submitted with this application, otherwise, this application will not be considered for approval. Please submit:

- For hard copy submissions, SEVEN (7) copies of this application;
- For hard copy submissions, SEVEN (7) copies of the Engineer's / Surveyor's plats and Legal description;
- DIGITAL copy (DXF or DWG - AutoCAD 2007 compatible and PDF) of the Engineer's / Surveyor's plat; and
- Labels and copy of labels.
- Digital submissions are required by noon on the deadline filing date.

Fees

Standard Subdivision\$500 base fee +30 per lot + Mailing fee
Minor Subdivision Fee \$250 base fee + Mailing Fee
Computer usage fee\$1

[plus First Class Certified Mail with return postage fee for the applicant, property owner (if different from the applicant), and each adjacent property owner and each property owner directly across the street]

Please select the application type: ☒ Standard Subdivision ☐ Minor Subdivision

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:		Timothy D. Lawley
Firm:		Sawgrass Consulting, LLC
Phone:		251-544-7900
Email:		sawgrassadmin@sawgrassllc.com
Address:		30673 Sgt. E.I. Boots Thomas Dr Spanish Fort, AL 36527
	Owner	Civil Engineer / Surveyor
Name:	William J. Porter	Timothy D. Lawley, PE
Firm:	Spencer Arnold, DR Horton, Inc	Sawgrass Consulting, LLC
Phone:	228-224-1090	251-544-7900
Email:	wjporter@drhorton.com	sawgrassadmin@sawgrassllc.com
Address:	1641 Poppys Ferry Rd Ste B Biloxi, MS 39532	30673 Sgt. E.I. Boots Thomas Dr Spanish Fort, AL 36527

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

2. PROPERTY INFORMATION If annexes and bounds legal description, please attach.

Anglebrook Subdivision Ph 2	
Subdivision Name	
McFarland and Cottage Hill Rd	
Location	
2301 McFarland Rd	3.28 acres
Property Address	Property Area (acres or square feet)
R023401020002008.000	
Parcel Number(s) or Key Number(s)	
R-3	48
Present Zoning or Transect District	Proposed Number of Lots
Sec 2, Township 5 South, Range 3 East	X - UNSHADED
Section, Township, Range	Flood Zone
Sanitary facilities provided (Ex: City water and individual septic tanks): CITY WATER	

3. LABELS FOR NOTIFICATION Obtain the names and complete addresses of abutting property owners and property owners directly across the street from the subject property, 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. Failure to provide a complete and accurate list will delay your request.

Please submit:

- ☒ Three (3) labels TYPED on a standard ADDRESS size (approximately 1" x 2-5/8") white self-adhesive label for EACH name and address (Please use 8-1/2" x 11" sheets of labels);
- ☒ Include three labels with the APPLICANT'S name and address, and OWNER'S name and address, if different from Applicant; and
- ☒ A photocopy of the typed labels must also be submitted (hard copy only).

4. 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.

Wm J. Fortes

Owner Signature

Jim Landry
Applicant or Agent Signature (if applicable)

Aug 16, 2024

Date

08-06-24
Date

Subdivision (Standard and Minor)

The following information is required to evaluate the application. Please provide all the following information as additional documentation.

- ✓ Seven (7) copies of completed application (Multiple copies for paper submissions only)
- ✓ Legal description of site in question (from deed or survey, not a tax assessment description)
- ✓ Seven (7) copies of preliminary plat for subdivision by a certified engineer or surveyor (Multiple copies for paper submission only)
- ✓ Digital copy (DXF or DWG - AutoCad 2007 compatible and PDF) of preliminary plat
- ✓ Three address labels for each property owner; three address labels for applicant; and if applicant and owner differ, three labels for owner
- ✓ Postage fee and notification fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ✓ One photocopy of address labels (paper submission only)

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

Anglebrook Ph 2 Subdivision App

Final Audit Report

2024-08-16

Created:	2024-08-14
By:	Heather Bell (hbell@sawgrassllc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACAKDTaToWu2XyDLO6_Fxj5rnH6vA1tH1

"Anglebrook Ph 2 Subdivision App" History

-  Document created by Heather Bell (hbell@sawgrassllc.com)
2024-08-14 - 2:09:52 PM GMT
-  Document emailed to William Porter (wjporter@drhorton.com) for signature
2024-08-14 - 2:10:26 PM GMT
-  Email viewed by William Porter (wjporter@drhorton.com)
2024-08-14 - 7:44:05 PM GMT
-  Document e-signed by William Porter (wjporter@drhorton.com)
Signature Date: 2024-08-16 - 5:53:50 PM GMT - Time Source: server
-  Agreement completed.
2024-08-16 - 5:53:50 PM GMT

ALVEY SCOTT
2400 COTTAGE WOODS CT
MOBILE, AL 36695

BICKLEY STATION, LLC
1SLEIMAN PKWY STE 270
JACKSONVILLE, FL 32216

BINEGAR MICHAEL D
2420 COTTAGE WOODS CT
MOBILE, AL 36695

CYN-CLIF-SCO DEVELOPMENT
P O BOX 16064
MOBILE, AL 36616

GONZALEZ, ERIKA Y
2440 COTTAGE WOODS CT
MOBILE, AL 36695

KEYES WILLIAM H
2441 COTTAGE WOODS CT
MOBILE, AL 36695

NEW HORIZONS CREDIT UNION
622 AZALEA RD
MOBILE, AL 36609

SCHROCK ARLIN O
C/O MYERS RICHARD
2421 COTTAGE WOODS CT
MOBILE, AL 36695

STEPHENSON DANNY J
2431 COTTAGE WOODS CT
MOBILE, AL 36695

THRASH ASHLEY H
2410 COTTAGE WOODS CT
MOBILE, AL 36695

TILLMAN MINDY ANN
2411 COTTAGE WOODS CT
MOBILE, AL 36695

WILSON JOHN C JR
2391 COTTAGE WOODS CT
MOBILE, AL 36695

WITTMAN, RICHARD
2430 COTTAGE WOODS CT
MOBILE, AL 36695

WOOD PETER
2401 COTTAGE WOODS CT
MOBILE, AL 36695

DR HORTON, INC
1641 POPPS FERRY RD, STE B
BILOXI, MS 39532

SAWGRASS, LLC
30673 SGT BOOTS THOMAS DR
SPANISH FORT, AL 36527



City of Mobile • Permitting
Owner's Letter of Authorization

I, William (Billy) Porter, give authority for the following person(s) to execute all documents and activities (including but not limited to: signing permit applications, affidavits and flood documentation, scheduling inspection and signing Temporary Certificates of Occupancy) with the City of Mobile Permitting Department, on my behalf for my property, located within the city limits of Mobile, Alabama at McFarland and Cottage Hill Rd.

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

Heather Bell - Sawgrass Consulting
Designee (1)
hbell@sawgrassllc.com
Email
251-544-7900
Phone Number
Wm J Porter
Signature of Property Owner

William J. Porter
Designee (2)
wjporter@drhorton.com
Email
(228) 224 - 1090
Phone Number
5/14/2024
Date

STATE OF Alabama-Mississippi
COUNTY OF Harrison
CITY OF Biloxi

Before me this day 14 of May, 2024 appeared William J Porter, who, being duly sworn deposed and says that he/she has read, understands and agrees to comply with the aforementioned conditions, and signs the foregoing under the penalty of perjury.

Leigh Ann Gilmer
Notary Public

My commission expires: June 25, 2027





Plan Submission Contact Information

Name of Project ANGLEBROOK SUBDIVISION PHASE 2
Address 2301 MCFARLAND RD

Owner DR HORTON, INC
Address 1641 POPPS FERRY RD STE B BILOXI, MS Zip Code 39532
Phone 228-224-1090 Fax _____ Email WJPORTER@DRHORTON.COM

Authorized Agent TIMOTHY D. LAWLEY, PE
Address 30673 SGT E.I. BOOTS THOMAS DR SPANISH FORT, AL Zip Code 36527
Phone 251-544-7900 Fax _____ Email SAWGRASSADMIN@SAWGRASSLLC.COM

Contractor MARK DAVIS CONSTRUCTION, INC
Address 3958 SNOW ROAD N. STE I SEMMES, AL Zip Code 36575
Phone 251-649-1270 Fax _____ Email MARKDAVISINC@AOL.COM

Civil Engineer TIMOTHY D. LAWLEY, P.E.
Address 30673 SGT E.I. BOOTS THOMAS DR SPANISH FORT, AL Zip Code 36575
Phone 251-544-7900 Fax _____ Email SAWGRASSADMIN@SAWGRASSLLC.COM

Architect _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Submitted by:

Heather Bell

Signature

08/02/2024

Date

Heather Bell

Print

Project administrator

Affiliation to project/Organization



30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

August 1, 2024

City of Mobile
Planning & Zoning
P O Box 1827
Mobile, AL 36633

RE: Anglebrook Subdivision Phase Two (Townhomes)

We are submitting a 155-lot subdivision on 39.9 acres located on the east side of McFarland Rd, approximately ¼ miles north of the intersection between McFarland Rd and Cottage Hill Rd. Phase One of the site will consist of 107 single family lots on lots 1-107, Phase Two of the site will consist of 48 town home lots on lot 1-48. On the Phase One plat, the area for the 48-lot townhome development is shown as lot 108. This project was originally approved and permitted by Mobile County. Midway through construction of the project, the subject property was annexed into the city of Mobile and zoned R-1. Currently, construction of the project is 90% complete and anticipated to be 100% complete in late September or early October of 2024.

For Phase Two, the townhome portion of the project (lots 1-48), we are requesting the site variances listed below to accommodate the proposed townhome layout and constructed supporting infrastructure.

1. Site Variance for R3 site coverage from 50%-56%. It should be noted that the overall or net site coverage (considering all 48 lots) will be less than 37%.
2. Site Variance for 20' minimum lot width
3. Site Variance for 1600 SF min lot size. Proposed lot sizes vary from 1620 SF to 3857 SF.
4. Site Variance for 15' minimum front set back
5. Site Variance for 0' side setbacks
6. Site Variance for 0' rear setbacks

The infrastructure supporting the proposed 48 townhome lots has already been constructed to support the layout as proposed on the attached plat.

We will also be submitting a rezoning application to change the zoning for the townhome portion of the development from R-1 to R-3 to conform with the proposed property use.

Page 2
August 1, 2024
City of Mobile

The roadways will be privately maintained and have fees set aside for future maintenance in the HOA setup of the overall development to plan for the future. These townhomes are to be sold as Fee simple title to individuals and provide affordable housing option with rising costs around the country. We firmly believe this is a needed subdivision development for the City of Mobile to provide housing needs across our community.

We ask that you consider accepting this application for private road subdivision to provide townhomes in the City of Mobile as an innovative design to utilize the property in the best manner possible to fill the housing needs of our growing city.

If you have any questions or comments, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Lawley", with a stylized flourish at the end.

Timothy D. Lawley, PE

ANGLEBROOK TOWNHOMES

MOBILE COUNTY, ALABAMA

PRIVATE ROADWAY, DRAINAGE, SANITARY SEWER & WATERLINE IMPROVEMENT PLANS

JUNE, 2024

**APPLICABLE STATE OF ALABAMA SPECIAL AND
STANDARD HIGHWAY DRAWINGS, 2022 OR CURRENT EDITION:**

623-XY	DETAILS OF CONCRETE CURBS AND CONCRETE CURB AND GUTTER, MOUNTABLE AND BARRIER TYPES
1-621-S	REINFORCED CONCRETE SEWER INLET TYPE S3 & S4
HW-614-SP	CONCRETE SLOPE PAVED HEADWALL AND GRATE FOR SIDEDRAIN PIPE
RPC-530	BEDDING FOR FILL HEIGHTS FOR ALL ROADWAY PIPE CULVERTS

GENERAL NOTES:

THESE PLANS HAVE BEEN DEVELOPED IN ACCORDANCE WITH "A POLICY ON GEOMETRIC
DESIGN OF HIGHWAYS AND STREETS, 2011 EDITION".

ALL MATERIALS AND WORK SHALL CONFORM TO THE ALABAMA DEPARTMENT OF
TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, CURRENT
EDITION.

DRAINAGE DESIGN BASED UPON THE REQUIREMENTS OF CITY OF MOBILE CONSTRUCTION
SPECIFICATIONS AND ENGINEERING REQUIREMENTS FOR SUBDIVISIONS".

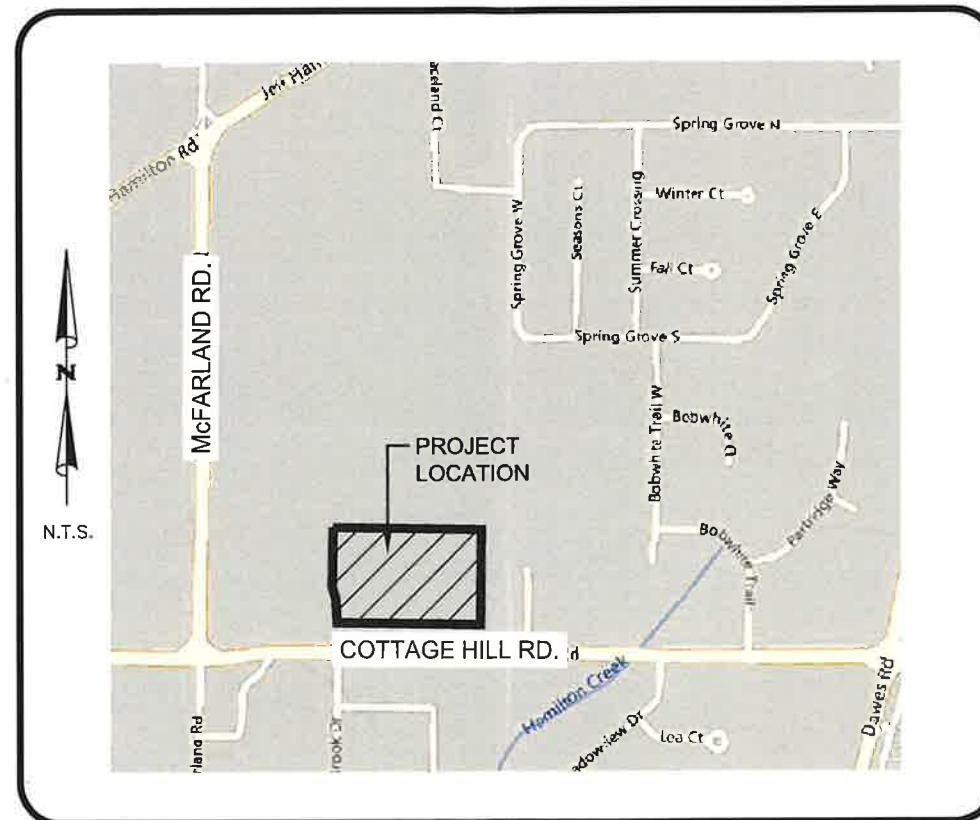
SPECIAL PRECAUTIONS SHALL BE IMPLEMENTED BY THE CONTRACTOR, IN ACCORDANCE WITH
THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL, AND STORM WATER
MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS BY THE ALABAMA SOIL AND
WATER CONSERVATION COMMITTEE, VOLUMES 1 AND 2, CURRENT EDITION, TO PREVENT
SEDIMENT LADEN STORM WATER RUNOFF OR ERODED MATERIALS FROM LEAVING THE
CONSTRUCTION SITE.

ALL APPLICABLE STATE AND FEDERAL PERMITS FOR THIS PROJECT TO BE OBTAINED
INCLUDING THE N.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE. PERMIT# ALR10C2FP.

THE ROADWAYS WERE DESIGNED IN ACCORDANCE WITH GUIDELINES PROVIDED IN CITY OF
MOBILE CONSTRUCTION SPECIFICATIONS AND ENGINEERING REQUIREMENTS FOR SUBDIVISIONS
IN CITY OF MOBILE, ALABAMA".

DEVELOPMENT IS DESIGNED TO COMPLY WITH THE CITY OF MOBILE FLOOD DAMAGE
PREVENTION ORDINANCE.

FLOOD ZONE "X" (UNSHADED)
FEMA PANEL #: 01097C0519L DATED 6-5-2020
SITE IS INSIDE THE MS4 WATERSHED AREA



VICINITY MAP

UTILITY PROVIDERS

SANITARY SEWER	MAWSS
WATER	MAWSS
POWER	ALABAMA POWER
TELEPHONE	AT&T

INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE
01	TITLE SHEET
02	PROJECT NOTES
03	EXIST COND & DEMO PLAN
04	TYPICAL SECTIONS
05	GEOMETRY PLAN
06	GRADING AND DRAINAGE
07	PLAN PROFILES
08	UTILITY PLAN
09	CROSS SECTIONS
10	SIGNAGE PLAN
11	CIVIL CONSTRUCTION DETAILS
12	CIVIL CONSTRUCTION DETAILS 2
12A	CIVIL CONSTRUCTION DETAILS 3
13	WATER DETAILS
14	WATER DETAILS 2
15	SEWER DETAILS
16	SEWER DETAILS 2
17	EROSION CONTROL PLAN
18	EROSION CONTROL DETAILS
19	SUMMARY OF QUANTITIES

PREPARED BY:



ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527

Phone: (251) 544-7900

ENGINEER OF RECORD

DATE

DRAWN BY: JLC DATE: 06/24/2024 PROJECT: 251-463-7116 SHEET: 02 OF 20

UTIL. PLAN NOTES:

1. THE CONTRACTOR SHALL NOTIFY SAWGRASS CONSULTING LLC., AND LOCAL JURISDICTIONAL INSPECTOR (IF IN RIGHT-OF-WAY) 48 HOURS BEFORE THE BEGINNING OF EACH PHASE OF CONSTRUCTION.
2. ALL WORK SHALL COMPLY WITH APPLICABLE STATE, FEDERAL, AND LOCAL CODES, AND ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE UNLESS PREVIOUSLY OBTAINED BY THE OWNER/DEVELOPER.
3. THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER OF ANY DISCREPANCIES OR ERRORS HE DISCOVERS IN THE PLAN
4. DEVIATION FROM THESE PLANS AND NOTES WITHOUT THE PRIOR CONSENT OF THE OWNER OR HIS REPRESENTATIVE OR THE ENGINEER MAY BE CAUSE FOR THE WORK TO BE UNACCEPTABLE.
5. THE CONTRACTOR IS REQUIRED TO USE ALABAMA ONE-CALL CENTER TELEPHONE NUMBER FOR THE PURPOSE OF COORDINATING THE MARKING OF UNDERGROUND UTILITIES.
6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES AND TO TAKE WHATEVER STEPS ARE NECESSARY TO PROVIDE FOR THEIR PROTECTION. THE ENGINEER HAS DILIGENTLY ATTEMPTED TO LOCATE AND INDICATE ALL EXISTING FACILITIES ON THESE PLANS, HOWEVER, THIS INFORMATION IS SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS OF UTILITIES SHOWN OR NOT SHOWN. CONTRACTOR TO CONTACT THE UTILITY COMPANIES FOR EXACT LOCATION OF THEIR UTILITIES PRIOR TO STARTING CONSTRUCTION. ANY AND ALL DAMAGE MADE TO UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND REPLACE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE BY HIS EQUIPMENT TO EXISTING UTILITIES, CROSS-DRAIN PIPES AND HEADWALLS.
8. ALL WATER AND SANITARY SEWER CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR CONSTRUCTING SANITARY SEWER FACILITIES AND WATER FACILITIES, LATEST EDITION.
9. THE CONTRACTOR SHALL EXCAVATE FOR NEW SEWER TO ELEVATIONS SHOWN ON PLANS. THE CONTRACTOR SHALL TAKE EVERY NECESSARY PRECAUTION TO PROTECT EXISTING SEWER DURING CONSTRUCTION OPERATIONS. ALL EXCAVATION, SHORING AND BRACING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
10. THE CONTRACTOR SHALL EXPLORE AHEAD 200 FEET SO ADJUSTMENTS CAN BE MADE IN THE ALIGNMENT OF THE PIPE IN CASE OF CONFLICTS WITH EXISTING STRUCTURES, UTILITIES AND PIPING.
11. ALL EXCESS MATERIAL FROM EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR. COST FOR THIS WORK SHALL BE INCLUDED IN OTHER ITEMS OF WORK.
12. THE CONTRACTOR SHALL FIELD VERIFY LOCATION AND INVERT OF SANITARY SEWER FOR CONNECTION TO EXISTING OR PROPOSED SEWER SYSTEM.
13. THE WATER SYSTEM IN THE PUBLIC RIGHT-OF-WAY WILL BECOME THE PROPERTY OF THE LOCAL UTILITIES BOARD UPON ACCEPTANCE.
14. BEDDING REQUIREMENTS SPECIFIED HEREIN ARE TO BE CONSIDERED AS MINIMUMS FOR RELATIVELY DRY, STABLE EARTH CONDITIONS. ADDITIONAL BEDDING SHALL BE REQUIRED FOR ROCK TRENCHED AND WET AREAS. THE CONTRACTOR SHALL HAVE THE RESPONSIBILITY TO PROVIDE SUCH ADDITIONAL BEDDING AS MAY BE REQUIRED TO PROPERLY CONSTRUCT THE WORK.

SEWER CONSTRUCTION NOTES:

1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL CONFORM TO MOBILE AREA WATER AND SEWER SYSTEM (MAWSS) STANDARD SPECIFICATIONS FOR WATER, SEWER AND ANY OTHER REVISIONS THROUGH THE DATE OF PLAN APPROVAL BY MAWSS.
2. ONLY SEWER FACILITIES WITHIN THE PUBLIC RIGHT OF WAY AND IN EASEMENTS DEDICATED TO MAWSS WILL BE CONSIDERED FOR ACCEPTANCE BY THE BOARD FOR OWNERSHIP AND MAINTENANCE.
3. WORK OF CONNECTING TO OR ADJUSTING THE EXISTING SEWER UTILITIES SHALL BE COORDINATED WITH MAWSS AND SHALL BE COMPLETED TO CAUSE AS LITTLE DISRUPTION IN SERVICE AS POSSIBLE TO EXISTING CUSTOMERS.
4. COMPACTION REQUIREMENTS IN STREET RIGHT-OF-WAYS SHALL BE RIGOROUSLY ENFORCED.
5. WHERE NEW SEWER LINES CROSS STORM DRAINS (OR OTHER UTILITY LINES), THE SEWER LINE SHALL CROSS ABOVE THE STORM DRAIN (OR OTHER UTILITY LINE) WHERE 30" MINIMUM COVER CAN BE PROVIDED. OTHERWISE THE SEWER LINE SHALL PASS BELOW THE STORM DRAIN WITH A MINIMUM OF 24" CLEARANCE BETWEEN THE PIPES. FITTINGS MAY BE USED AS INDICATED ON THE DRAWINGS OR THE PIPE SECTIONS MAY BE DEFLECTED TO THE MAXIMUM MANUFACTURER RECOMMENDED DEFLECTION PER JOINT TO ACCOMPLISH THE CHANGE IN DEPTH REQUIRED BY THE CROSSING.
6. DURING CONSTRUCTION OF THE FACILITIES TO BE OWNED AND MAINTAINED BY MAWSS, THE DEVELOPER/PROPERTY OWNER MUST PROVIDE FOR RESIDENT INSPECTION OF THE WORK TO ENSURE COMPLIANCE WITH MAWSS REQUIREMENTS. THE CONTRACTOR SHALL COORDINATE ALL FIELDWORK FOR SEWER CONSTRUCTION WITH MAWSS INSPECTOR MR. BRATTON MCGREGOR (251-463-7116) AND PROVIDE NOTICE TO HIM 24 HOURS IN ADVANCE OF BEGINNING FIELDWORK.
7. ALL SEWER FACILITY TESTING MUST BE WITNESSED BY A MAWSS INSPECTOR. THE CONTRACTOR MUST CALL MAWSS 24 HOURS PRIOR TO ANY TESTING. TESTING MUST BE PERFORMED ON MONDAY THROUGH FRIDAY, 7:00 AM TO 3:30 PM.
8. THE CONTRACTOR SHALL NOTIFY THE THE CITY OF MOBILE PUBLIC WORKS ENGINEERING MANAGER AT 574-4030 PRIOR TO COMMENCING WORK IN THE CITY OF MOBILE RIGHT-OF-WAY.
9. ALL PVC SANITARY SEWER FORCE MAIN MATERIALS, FITTINGS AND APPURTENANCES SHALL CONFORM TO SECTION 12 "SANITARY SEWER STANDARDS" OF THE MAWSS SPECIFICATIONS.
10. THE CONTRACTOR SHALL BURY SEWER LINE AT A MINIMUM DEPTH OF 30 INCHES WHEN RUNNING PARALLEL TO THE ROADWAY AND A 4 FEET MINIMUM UNDER THE ROADWAY PRISM.
11. THE CONTRACTOR SHALL WARRANTY ALL SEWER WORK FOR A TWO YEAR PERIOD FOLLOWING MAWSS'S ACCEPTANCE. THE WARRANTY BEGINS ON THE DATE THAT MAWSS ACCEPTS THE FACILITIES. SEE SUBSECTION 5.17 OF MAWSS STANDARD SPECIFICATIONS.
12. THE CONTRACTOR SHALL PROVIDE A WARRANTY BOND IN THE AMOUNT OF 100% OF THE SEWER FACILITIES CONSTRUCTION COST.
13. DUCTILE IRON FITTINGS AND PIPE MUST HAVE TMEMEC OR PERMOX LINING AND ZINC EXTERIOR COATING.
14. ALL DUCTILE IRON BORES SHALL BE TR FLEX PIPE OR EQUIVALENT.
15. SDR 11 HDPE MAXIMUM PRESSURE IS 200 PSI.
16. ONLY E-one DH071 SIMPLEX GRINDER PUMPS (OR APPROVED EQUAL) MAY BE UTILIZED ON THIS SYSTEM.

GENERAL NOTES:

1. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL STATE AND LOCAL PERMITS AND EXPENSE THEREOF. ALL PERMITS MUST BE OBTAINED PRIOR TO APPROVAL BY THE CITY OF MOBILE ENGINEERING.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT OF PROJECT AND ALL COST ASSOCIATED THEREWITH BASED UPON CONTROL POINTS PROVIDED BY THE ENGINEER AS SHOWN ON THE DRAWINGS.
3. THE CONTRACTOR SHALL PROVIDE THE OWNER / ENGINEER WITH A LIST OF THREE NAMES AND TELEPHONE NUMBERS TO BE UTILIZED DURING EMERGENCIES OR DURING DAYS WHEN THE CONTRACTOR IS NOT WORKING ON SITE. NAMES AND TELEPHONE NUMBERS SHALL BE LISTED IN THE ORDER OF PREFERENCE THAT THE CONTRACTOR WOULD PREFER TO BE CONTACTED.
4. ALL WORK SHALL BE ACCOMPLISHED UNDER THE DIRECT SUPERVISION OF A CONTRACTOR PROPERLY LICENSED UNDER A MAJOR CLASSIFICATION AS DESIGNATED UNDER SECTION 230-X-1-.27 OF THE STATE LICENSING BOARD FOR GENERAL CONTRACTORS IN THE STATE OF ALABAMA.
5. THE CONTRACTOR SHALL OBTAIN PERMISSION AND APPROVAL FOR ALL PROPOSED SUBCONTRACTORS AND SHALL BE RESPONSIBLE FOR ALL PHASES OF THE PROJECT INCLUDING THE SUBCONTRACTOR'S WORK.
6. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND TESTING LAB A MINIMUM OF 48 HOURS IN ADVANCE OF BEGINNING ANY MAJOR PHASE OF THE PROJECT.
7. THE OWNER / ENGINEER RESERVES THE RIGHT TO ALTER AND MODIFY PORTIONS OF THE PROJECT AS DEEMED NECESSARY DURING CONSTRUCTION TO ENHANCE OR IMPROVE THE OVERALL PROJECT AND MEET BUDGET CONSTRAINTS. ANY ALTERATIONS ARE SUBJECT THE CONDITIONS OF ANY REQUIRED PERMITS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LINE LOCATION OF ALL EXISTING UTILITIES. DAMAGED UTILITIES SHALL BE REPAIRED AND/OR REPLACED AT THE EXPENSE OF THE CONTRACTOR OR UTILITY COMPANY AND SHALL NOT BE THE RESPONSIBILITY OF THE OWNER.
9. ALL MATERIALS SHALL BE NEW.
10. NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS AND OTHER TRAFFIC CONTROL METHODS AS MAY BE NECESSARY PER MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PART VI, SHALL BE PROVIDED AND MAINTAINED THROUGHOUT CONSTRUCTION.
11. ALL MATERIALS AND WORKMANSHIP SHALL ADHERE TO THE ALABAMA DEPT. OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, CURRENT EDITION.
12. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY ENGINEER IF ANY WORK IS REQUIRED TO OBSTRUCT OR DEVIATE NORMAL TRAFFIC OPERATIONS ON CITY PUBLIC STREETS. THE TRAFFIC CONTROL PLAN SHALL BE IN ACCORDANCE WITH THE LATEST M.U.T.C.D.
13. THE CONTRACTOR SHALL NOTIFY THE THE CITY OF MOBILE PUBLIC WORKS ENGINEERING MANAGER, AT 574-4030 TO DISCUSS CONDITION OF CITY MAINTAINED ROAD LEADING TO THE CONSTRUCTION SITE PRIOR TO COMMENCING WORK IN THE CITY OF MOBILE RIGHT-OF-WAY.
14. MAINTENANCE OF THE DETENTION POND SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION AND NOT THE CITY OF MOBILE OR THE STATE OF ALABAMA.
15. PERMIT TO DEVELOP AND A.D.E.M, N.O.I. MUST BE POSTED ON-SITE AT ALL TIMES DURING CONSTRUCTION.
16. THE CONTRACTOR IS REQUIRED TO CONTACT THE CITY OF MOBILE PUBLIC WORKS AT (251) 574-4030 TO DISCUSS THE CONDITIONS OF THE CITY MAINTAINED ROAD LEADING TO THE CONSTRUCTION SITE PRIOR TO PERFORMING ANY WORK WITHIN THE CITY MAINTAINED ROW.
17. IF THE SITE IS LOCATED ADJACENT TO A STATE ROW, VERIFICATION OF PERMIT COVERAGE FROM THE ALABAMA DEPARTMENT OF TRANSPORTATION SHALL BE PROVIDED PRIOR TO THE ISSUANCE OF PERMITS.
18. CONTRACTOR SHALL CONTACT CITY ENGINEERING DEPARTMENT VIA EMAIL AT LAND.DISTURBANCE@CITYOFMOBILE.ORG AT LEAST 24 HOURS PRIOR TO BEGINNING ANY WORK ON THIS SITE, TO SCHEDULE AN INITIAL ON-SITE BMP INSPECTION WITH THE APPROPRIATE CITY ENGINEERING INSPECTOR. FAILURE TO CONTACT THE CITY ENGINEERING DEPARTMENT PRIOR TO BEGINNING ANY WORK IS A VIOLATION OF THE STORM WATER MANAGEMENT AND FLOOD CONTROL ORDINANCE AND MAY INVOKE ENFORCEMENT ACTION IN THE FORM OF A MUNICIPAL OFFENSE TICKET.
19. ANY DISTURBED AREA(S) MAY NOT REMAIN DENuded LONGER THAN 10 DAYS.

GENERAL UTILITY NOTES:

1. NO WET BORING (JETTING) IS ALLOWED IN THE CITY OF MOBILE RIGHT OF WAYS.
2. CONTRACTOR SHOULD ADHERE TO THE STATE OF ALABAMA HIGHWAY DEPARTMENT (A.L.D.O.T.) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2022 EDITION.
3. CONTRACTOR MUST ADHERE TO THE A.L.D.O.T. UTILITY MANUAL, MOST RECENT EDITION.
4. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH PART 6 OF THE MANUAL UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CURRENT EDITION". (IF PROJECT NECESSITATES LANE CLOSURE, LANE CLOSURE MUST BE MADE PART OF THE PERMIT.)
5. CONTRACTOR MUST ADHERE TO THE BEST MANAGEMENT PRACTICES BY PROVIDING EROSION AND SEDIMENT CONTROLS AS NEEDED.
6. THESE PLANS HAVE BEEN DEVELOPED IN ACCORDANCE WITH "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, 2011 EDITION".
7. ALL MATERIALS AND WORK SHALL CONFORM TO THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2022 EDITION.
8. SPECIAL PRECAUTIONS SHALL BE IMPLEMENTED BY THE CONTRACTOR, IN ACCORDANCE WITH THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL, AND STORM WATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS BY THE ALABAMA SOIL AND WATER CONSERVATION COMMITTEE, VOLUMES 1 AND 2, CURRENT EDITION, TO PREVENT SEDIMENT LOADED STORM WATER RUNOFF OR ERODED MATERIALS FROM LEAVING THE CONSTRUCTION SITE.
9. A SURETY BOND IS REQUIRED IF THE APPLICANT'S EMPLOYEES ARE NOT PERFORMING THE WORK. THE BOND AMOUNT WILL BE DETERMINED AFTER THE PROPOSED UTILITY PLANS HAVE BEEN REVIEWED BY THE CITY'S ENGINEERING DEPARTMENT. THE SURETY BOND SHALL BE SIGNED AND NOTARIZED BY THE CONTRACTOR'S BONDING COMPANY AND SHOULD BE ACCOMPANIED WITH A VALID POWER OF ATTORNEY. ADDITIONALLY, THE BOND SHALL BE VALID FOR ONE YEAR AFTER THE PROJECT HAS BEEN ACCEPTED BY CITY'S ENGINEERING OFFICE. THE REQUIRED SURETY BOND FORM CAN BE OBTAINED FROM THE CITY UTILITY DEPARTMENT.
10. ALL MANHOLES, VALVE BOXES, AND HAND HOLES SHOULD BE MOUNTED FLUSH WITH EXISTING GROUND.
11. THE CONTRACTOR'S REPRESENTATIVE WILL HAVE ON HAND AT ALL TIMES: (1) APPROVED PERMIT AND PLANS, (2) TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD PART 6).
12. ALL DISTURBED AREAS SHALL BE COMPACTED COMPATIBLE WITH THE SURROUNDING AREA, SEEDED AND MULCHED.
13. AS-BUILT PLANS SHALL BE REQUIRED FOR MAJOR UPGRADE PROJECTS AND SHALL BE SUBMITTED TO THE CITY ENGINEERING'S OFFICE WITHIN THREE WEEKS AFTER THE PROJECT HAS BEEN ACCEPTED FOR APPROVAL.
14. A FINAL STAND OF GRASS SHALL BE PRESENT BEFORE THE CITY WILL ACCEPT ANY PROJECT.

GRADING AND DRAINAGE NOTES:

1. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES AROUND WORK AND SHALL PROVIDE PROTECTION AGAINST WATER DAMAGE AND SOIL EROSION.
2. COMPACTION OF THE BACKFILL OF ALL TRENCHES SHALL BE COMPACTED TO THE DENSITY OF 95% OF THEORETICAL MAXIMUM DRY DENSITY (ASTM D698). BACKFILL MATERIAL SHALL BE FREE FROM ROOTS, STUMPS OR OTHER FOREIGN DEBRIS AND SHALL BE PLACED AT OR NEAR OPTIMUM MOISTURE. CORRECTION OF ANY TRENCH SETTLEMENT WITHIN A YEAR FROM THE DATE OF APPROVAL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. ALL FILL MATERIAL TO BE UTILIZED ON THE PROJECT SHALL BE FREE OF ORGANIC OR OTHERWISE DELETERIOUS MATERIALS. THE TOP 12" SHALL BE SCARIFIED, MOISTURE CONDITIONED (IF REQUIRED) COMPACTED TO 100% STANDARD DENSITY AS OBTAINED BY STANDARD PROCTOR, ASTM D698. THE SUB-GRADE SHALL BE PROOF-ROLLED WITH A VIBRATORY SMOOTH DRUM ROLLER. THE SUB-GRADE FILL SHALL BE PLACED IN LIFTS NOT TO EXCEED 8 INCHES IN COMPACTED FILL THICKNESS. SEE THE GEOTECHNICAL REPORT FOR FILL REQUIREMENTS BELOW THE NEW BUILDING FOUNDATION.
4. MAXIMUM SLOPE OF EMBANKMENT SHALL BE 3.0 FEET HORIZONTAL TO 1.0 FOOT VERTICAL.
5. PROPOSED CONTOUR INTERVALS ARE AS LABELED. ALL PROPOSED CONTOURS ARE FINISHED GRADES.
6. THE CONTRACTOR WILL INSURE THAT POSITIVE AND ADEQUATE DRAINAGE IS MAINTAINED AT ALL TIMES WITHIN THE PROJECT LIMITS. THIS MAY INCLUDE, BUT NOT LIMITED TO, REPLACEMENT OR RECONSTRUCTION OF EXISTING DRAINAGE STRUCTURES THAT HAVE BEEN DAMAGED OR REMOVED OR RE-GRADING AS REQUIRED BY THE ENGINEER, EXCEPT FOR THOSE DRAINAGE ITEMS SHOWN AT SPECIFIC LOCATIONS IN AND HAVING SPECIFIC PAY ITEMS IN THE DETAILED ESTIMATE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COSTS INCURRED TO COMPLY WITH THIS REQUIREMENT.
7. EXCESS EARTH CUT OR UNSUITABLE MATERIALS, IF ANY, SHALL BECOME THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE APPROVED TO BE PLACED ON SITE BY THE OWNER.
8. ALL STORM DRAINAGE PIPE SHALL BE LAID ON SMOOTH CONTINUOUS GRADES WITH NO VISIBLE BENDS AT JOINTS. ALL THE CIRCULAR PIPE UTILIZED IN THE CITY R.O.W. SHALL BE CLASS 3 (MIN.) REINFORCED CONCRETE PIPE W/ RUBBER GASKET JOINTS, ALL ARCH PIPE UTILIZED IN THE CITY R.O.W. SHALL BE CLASS 3 (MIN.) W/ RAM NECK JOINTS, B.M.T. 72'S ARE REQUIRED.
9. ALL STORM DRAINAGE INLET STRUCTURES SHALL HAVE METAL FRAME AND COVER FOR ACCESS. THE CONTRACTOR SHALL CONTACT PUBLIC WORKS OR THE ENGINEER'S OFFICE IF COVER REQUIRES A CITY STAMP.
10. THE CONTRACTOR SHALL PROVIDE ANY EXCAVATION AND MATERIAL SAMPLES NECESSARY TO CONDUCT REQUIRED SOIL TESTS. ALL ARRANGEMENTS AND SCHEDULING FOR THE TESTING SHALL BE THE CONTRACTOR'S RESPONSIBILITY. AT LEAST A 48 HOUR NOTIFICATION IS REQUIRED.
11. SOILS TESTING SHALL BE PERFORMED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. THE SOILS ENGINEER SHALL PROVIDE COPIES OF TEST REPORTS TO THE CONTRACTOR, THE OWNER AND THE OWNER'S REPRESENTATIVE AND SHALL PROMPTLY NOTIFY THE OWNER, HIS REPRESENTATIVE AND THE CONTRACTOR SHOULD WORK PERFORMED BY THE CONTRACTOR FAIL TO MEET THESE SPECIFICATIONS.
12. ALL SIDE DRAIN PIPE END TREATMENTS TO BE PER ALABAMA DEPT. OF TRANSPORTATION DESIGN BUREAU DRAWING HW-614-SP. ALL ROADWAY PIPE END TREATMENTS TO BE PER A.L.D.O.T. DESIGN BUREAU DRAWING HW-614-B.
13. PROPOSED STORM DRAINAGE PIPE IN THE RIGHT-OF-WAY MUST BE LAMPED AND VIDEOED IN ACCORDANCE WITH REVISED SPECIFICATION 530 AND 533 AND A REPORT SHOULD BE PROVIDED TO THE CITY OF MOBILE ENGINEERING PRIOR TO ACCEPTANCE BY THE CITY OF MOBILE.
14. DETENTION POND MAINTENANCE RESPONSIBILITY IS WITH THE PROPERTY OWNER AND IS NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.
15. THE CONTRACTOR IS RESPONSIBLE FOR DAILY INSPECTION AND CONTINUED MAINTENANCE OF EROSION CONTROL ELEMENTS.
16. THE CONTRACTOR IS RESPONSIBLE FOR DAILY INSPECTION AND CONTINUED MAINTENANCE OF EROSION CONTROL ELEMENTS.
17. A VIDEO SHALL BE SUBMITTED TO THE CITY SHOWING THE DETENTION POND OUTLET PIPES. THE PIPES MUST BE VIDEOED AFTER THE PROJECT'S COMPLETION, BUT PRIOR TO THE REQUEST FOR A CERTIFICATE OF OCCUPANCY. SUBMIT THE VIDEO TO THE CITY OF MOBILE WITH THE ENGINEER'S AS-BUILT CERTIFICATION PACKAGE. THE VIDEO NEEDS TO BE REVIEWED BY THE PROJECT ENGINEER BEFORE BEING SUBMITTED TO THE CITY. INCLUDE A WRITTEN REPORT.

CONCRETE NOTES:

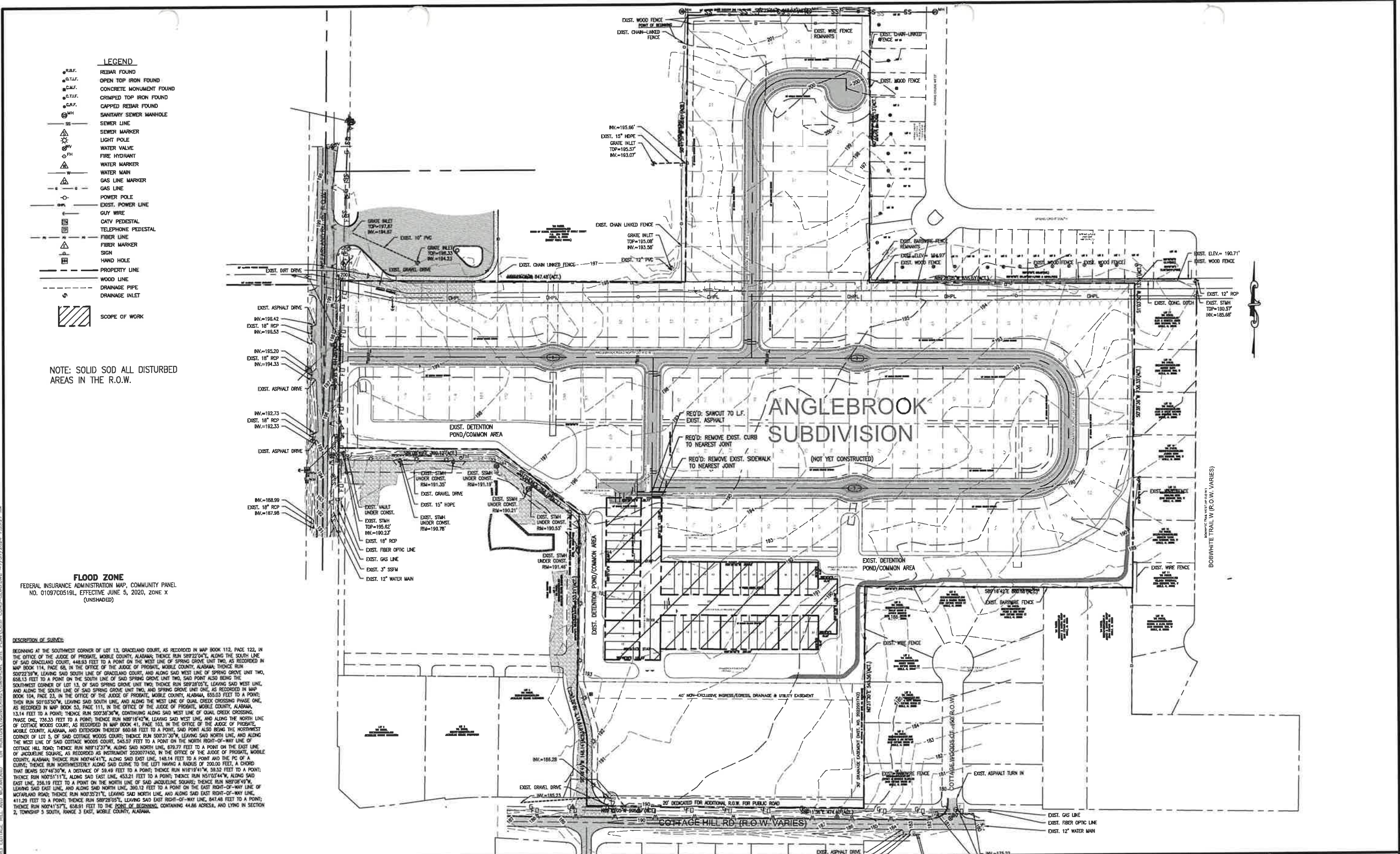
1. CONCRETE SHALL BE A MIX DESIGNED BY A RECOGNIZED TESTING LAB TO ACHIEVE A STRENGTH OF 3,000 PSI IN 28 DAYS WITH A PLASTIC AND WORKABLE MIX. ALL CONCRETE USED TO FILL MASONRY UNITS SHALL HAVE A MAXIMUM AGGREGATE SIZE OF 3/8" UNLESS OTHERWISE NOTED.
2. REINFORCING STEEL SHALL BE NEW BILLET STEEL MEETING A.S.T.M. A-615 GRADE 60 LATEST AND DEFORMED IN ACCORDANCE WITH A.S.T.M. A-305 LATEST. STEEL SHALL BE CLEANED, FREE FROM OIL, SCALE AND RUST. STEEL SHALL BE BENT, LAPPED, PLACED IN ACCORDANCE WITH A.C.I. STANDARDS AND SPECIFICATIONS.
3. ANCHOR BOLTS AND REINFORCING DOWELS SHALL BE SET IN FORMS AND HELD SECURELY IN PLACE BY TEMPLATES PRIOR TO THE PLACING OF THE CONCRETE. ANCHOR BOLTS SHALL BE AS SCHEDULED. REINFORCING DOWELS SHALL BE SAME SIZE AND SPACING AS VERTICAL REINFORCING.
4. ALL EXTERIOR WALKS SHALL BE 4' WIDE CONCRETE SLABS WITH 6X6-10/10 MESH ON COMPACTED FILL. SEE CIVIL PLANS FOR EXTERIOR WALK LIMITS AND LOCATIONS.
5. ALL CONCRETE SLABS, APRONS, AND RIGID PAVEMENT SECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE - A.C.I. 318-08 FOR REINFORCED CONCRETE CONSTRUCTION.

CONSOLIDATED STAND. ROW NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE CITY OF MOBILE ROW SECTION VIA E-MAIL AT RIGHTOFWAYINSPECTOR@CITYOFMOBILE.ORG A MINIMUM OF 24 HOURS PRIOR TO BEGINNING ANY WORK WITHIN THE ROW OR PUBLIC EASEMENT FOR ASSIGNMENT OF THE CITY OF MOBILE ROW INSPECTOR. PRIOR NOTICE APPLIES TO ALL ACTIVITY WITHIN THE ROW INCLUDING MOBILIZATION, TRENCHING, BORING, CONCRETE PLACEMENT, ETC. FAILURE TO CONTACT THE CITY OF MOBILE ROW SECTION PRIOR TO BEGINNING ANY WORK IS A VIOLATION OF THE CITY OF MOBILE ROW ORDINANCE AND MAY INVOKE ENFORCEMENT ACTION IN THE FORM OF A MUNICIPAL OFFENSE TICKET.
2. THE ROW PERMIT SHALL EXPIRE UPON THE COMPLETION OF THE WORK OR IF THERE IS ANY SUSPENSION IN THE PROGRESSION OF WORK GREATER THAN OR EQUAL TO SIX (6) MONTHS FROM THE DATE OF PERMIT APPROVAL. THE CITY MAY REQUIRE A SUBMISSION OF A SCHEDULE/DEADLINE FOR COMPLETION OF WORK. PERMITTED WORK IN THE ROW NOT COMPLETED IN A TIMELY MANNER IS A VIOLATION OF THE CITY OF MOBILE ROW ORDINANCE AND MAY INVOKE ENFORCEMENT ACTION IN THE FORM OF A MUNICIPAL OFFENSE TICKET.
3. THE CONTRACTOR SHALL SCHEDULE AND OBTAIN AN APPROVED FORMWORK INSPECTION FROM THE ASSIGNED CITY OF MOBILE ROW INSPECTOR PRIOR TO PLACEMENT OF CONCRETE TO CONFIRM MINIMUM DIMENSIONAL STANDARDS ARE MET.
4. THE PERMITTEE SHALL SCHEDULE AND OBTAIN AN APPROVED PIPE INSPECTION FROM THE CITY OF MOBILE ROW INSPECTOR PRIOR TO PLACEMENT OF FILL TO CONFIRM PIPE JOINTS ARE WRAPPED AND NO LIFTING HOLES ARE PRESENT.
5. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY OF MOBILE ROW SECTION VIA E-MAIL AT RIGHTOFWAYINSPECTOR@CITYOFMOBILE.ORG OF ANY INCIDENTAL DAMAGE TO ANY CITY OF MOBILE FACILITIES IN THE ROW OR PUBLIC EASEMENTS INCLUDING SIDEWALKS, DRIVEWAYS, ADA RAMPS, CURB AND GUTTER, DRAINAGE STRUCTURES AND PIPES, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGED FACILITIES TO THE CITY OF MOBILE STANDARDS, IN A TIMELY MANNER, AND AT NO COST TO THE CITY OF MOBILE.
6. ALL WORK WITHIN THE CITY OF MOBILE ROW OR PUBLIC EASEMENTS MUST COMPLY WITH THE "MOBILE RIGHTS OF WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE". A COPY OF THE ORDINANCE MAY BE FOUND AT THE MUNICODE WEBSITE FOR THE CITY OF MOBILE ORDINANCE CHAPTER 57, ARTICLE VII.
7. ALL WORK IN THE ROW SHALL COMPLY WITH THE STORMWATER MANAGEMENT AND FLOOD CONTROL ORDINANCE AND FLOOD PLAIN MANAGEMENT PLAN OF THE CITY OF MOBILE, ALABAMA, INCLUDING BUT NOT LIMITED TO:
 - A. DO NOT ALTER THE NATURAL DRAINAGE FLOW PATTERN IN THE AREA OF WORK.
 - B. DO NOT DIVERT STORM WATER ONTO ADJACENT PROPERTY OR INCREASE THE AMOUNT OF NATURAL DRAINAGE FLOW ONTO AN ADJACENT PROPERTY OWNER OR PREVENT THE NATURAL FLOW OF WATER IN THE AREA OF WORK.
 - C. DO NOT FILL WETLANDS WITHOUT A PERMIT FROM THE US ARMY CORPS OF ENGINEERS.
 - D. DO NOT FILL WITHIN OR ALTER A SPECIAL FLOOD HAZARD AREA (FLOODPLAIN) WITHOUT AN ENGINEERED FLOOD STUDY OR VIOLATE ANY OF THE REQUIREMENTS IN DIVISION 2 OF THE STORMWATER MANAGEMENT AND FLOOD CONTROL ORDINANCE SPECIFICALLY.
8. WITH THE EXCEPTION OF MAJOR ROADWAY REHABILITATIONS/IMPROVEMENTS, ALL RESTORATION WORK ASSOCIATED WITH EXCAVATIONS WITHIN A PUBLIC ROADWAY INCLUDING THE PLACEMENT AND COMPACTION OF SUB-BASE, BASE, AND BITUMINOUS OR CONCRETE PAVEMENT SHALL COMPLY WITH CITY OF MOBILE STANDARD DRAWINGS 11 (SHEETS 1-3) (WHICHEVER IS APPLICABLE), REFER TO THE STANDARD DRAWING DETAILS INCLUDED IN THIS PLAN SET.
9. THE FINAL RESURFACING LIMITS OF ANY ROADWAY RESTORATION SHALL BE AT THE DISCRETION OF THE CITY ENGINEER, TO BE DETERMINED BY A FIELD INSPECTION/SITE VISIT UPON COMPLETION OF THE INSTALLATION OF ALL PERMITTED INFRASTRUCTURE/FACILITIES, PRIOR TO THE CONTRACTOR BEGINNING PAVING.
10. ALL SIDEWALK CONSTRUCTION IN THE ROW SHALL COMPLY WITH CITY OF MOBILE STANDARD DRAWING 12. REFER TO THE STANDARD DRAWING DETAILS INCLUDED IN THIS PLAN SET.
11. SIDEWALKS IN THE ROW SHALL NOT BE OBSTRUCTED, PARKED UPON, OR DRIVEN UPON WITHOUT EXPLICIT APPROVAL DOCUMENTED IN WRITING OR ON THE PERMITTED PLANS. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY INVOKE ENFORCEMENT ACTION IN THE FORM OF A MUNICIPAL OFFENSE TICKET.
12. ON SUBSTANTIAL DEVELOPMENT/REDEVELOPMENT PROJECTS, ANY SIDEWALK PANELS IN THE ROW WHICH ARE CRACKED, HAVE BEEN SHOWN CREATING A TRIPPING HAZARD, OR THOSE WHICH HAVE BEEN WORN TO THE EXTENT THAT THEY CREATE A SLIPPING HAZARD, SHALL BE REPLACED. THE DETERMINATION OF THIS CONDITION IS ULTIMATELY THE DECISION OF THE CITY.
13. ALL DRIVEWAY APRON CONSTRUCTION IN THE ROW SHALL COMPLY WITH CITY OF MOBILE STANDARD DRAWINGS 3 (SHEETS 1 AND 2), 5/5 SW (SHEETS 1 AND 2), 6, OR 10 (WHICHEVER IS APPLICABLE). REFER TO THE STANDARD DRAWING DETAILS INCLUDED IN THIS PLAN SET.
14. ALL ADA RAMPS AND LANDING CONSTRUCTION IN THE ROW SHALL COMPLY WITH CITY OF MOBILE STANDARD DRAWINGS 7 (SHEETS 1 AND 2), 8 (SHEETS 1 AND 2), 9 (SHEETS 1 AND 2) (WHICHEVER IS APPLICABLE). REFER TO THE STANDARD DRAWING DETAILS INCLUDED IN THIS PLAN SET. ADA COMPLIANT TRUNCATED DOME PANELS SHALL BE ANCHORED AND CAST IN PLACE, NOT BOLTED DOWN AND RETROFITTED.
15. ALL CONTROL AND EXPANSION JOINTING IN THE ROW SHALL COMPLY WITH THE MATERIAL AND DIMENSIONAL REQUIREMENTS ON CITY OF MOBILE STANDARD DRAWING 12. WOOD SHALL NOT BE USED AS EXPANSION JOINT MATERIAL. EXPANSION JOINTS SHALL BE REQUIRED WHERE ANY CONCRETE STRUCTURE ADJUTS ANOTHER CONCRETE STRUCTURE OR NON-YIELDING MATERIAL. THE SPACING OF CONTROL AND EXPANSION JOINTS FOR VARIOUS CONCRETE STRUCTURES SHALL BE AS FOLLOWS:
 - A. SIDEWALKS - CONTROL JOINTS SHALL BE PLACED EVERY 4 FEET OR EQUIVALENT WITH THE WIDTH OF THE SIDEWALK (MAXIMUM 10 FEET). EXPANSION JOINTS SHALL BE PLACED EVERY 30 FEET TO 32 FEET.
 - B. DRIVEWAYS AND CURB AND GUTTER - CONTROL JOINTS SHALL BE PLACED EVERY 8 FEET TO 10 FEET. EXPANSION JOINTS SHALL BE PLACED EVERY 32 FEET TO 40 FEET.
16. ALL STORM DRAIN PIPE INSTALLED IN THE CITY OF MOBILE ROW, PUBLIC EASEMENT, OR CARRYING CITY OF MOBILE SYSTEM STORMWATER SHALL HAVE THE JOINTS WRAPPED WITH FILTER FABRIC, SHALL HAVE NO LIFTING HOLES (FILLING LIFTING HOLES IS NOT ALLOWED WITHOUT EXPLICIT APPROVAL). SHALL BE A MINIMUM OF 15 INCH IN DIAMETER, AND SHALL BE CLASS II OR STRONGER REINFORCED CONCRETE PIPE (RCP). THE CONTRACTOR NEEDS TO NOTIFY THE PIPE MANUFACTURER AHEAD OF TIME THAT THE PROJECT IS WITHIN THE CITY OF MOBILE ROW TO OBTAIN PIPE WITHOUT LIFTING HOLES.
17. STORM DRAINAGE CONNECTIONS SHALL OCCUR AT THE JUNCTION BOX OR INLET. IF THERE IS NOT AN EXISTING INLET OR JUNCTION BOX TO CONNECT TO, THEN ONE SHALL BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT ALDOT STANDARD AND SPECIAL DRAWINGS.
18. ANY EXCESS SOIL PRODUCED AS A RESULT FROM ANY EXCAVATION IN THE ROW SHALL BE REMOVED FROM THE ROW.
19. NO EXCAVATIONS IN THE ROW SHALL BE LEFT OPEN OVERNIGHT UNLESS THE EXCAVATION HAS BEEN PROPERLY SECURED WITH APPROPRIATE SAFETY EQUIPMENT (E.G. STEEL PLATES, BARRICADES, SAFETY FENCING/SCREENING). EXCAVATIONS IN THE ROW SHALL NOT BE LEFT OPEN FOR EXCESSIVE AMOUNTS OF TIME REGARDLESS OF SAFETY EQUIPMENT.
20. NO EXCAVATIONS OR JETTING SHALL BE DONE UNDER THE CURBS AND GUTTERS, SIDEWALK, OR DRIVEWAYS, OR OTHER HARDSCAPES WITHIN THE ROW WITHOUT REMOVAL AND REPLACEMENT OF THE OVERLYING STRUCTURE. BORING, USING A MISSILE, OR OTHER METHODS WHICH DO NOT EXCAVATE AND UNDERMINE THE COMPACTION OF THE UNDERLYING SOIL SHALL BE PERMISSIBLE.
21. ALL DISTURBED AREAS IN THE NEUTRAL GROUND OF THE ROW SHALL BE SOLID SODDED OR STABILIZED ACCORDING TO AN APPROVED LANDSCAPING PLAN. THE SOD SHALL BE FLUSH WITH THE TOP OF THE SIDEWALK. IF LANDSCAPING IS PRESENT, THE ROW SHALL BE RESTORED IN KIND. IN SOME INSTANCES, AT THE DISCRETION OF THE CITY, EXISTING VEGETATION MAY REQUIRE REMOVAL AND RESTORATION OF EXISTING BARE AREAS MAY REQUIRE PLACEMENT OF SOD.
22. INSTALLATION OF IRRIGATION SYSTEMS WITHIN THE ROW SHALL REQUIRE A SEPARATE ROW PERMIT OR SHALL BE PERMITTED BY INCLUSION OF AN IRRIGATION PLAN (INCLUDING LOCATIONS OF METERS, VALVES, SPRINKLER HEADS AND SPRAY DIRECTION/LENGTH) IN THE APPROVED PLANS. THE CITY RESERVES THE RIGHT TO REMOVE IRRIGATION IN THE ROW AND ASSUMES NO LIABILITY FOR DAMAGES ASSOCIATED WITH IRRIGATION SYSTEMS.
23. ALL UTILITY PIPES, CONDUITS, AND FACILITIES AND ASSOCIATED EXCAVATION SHALL MAINTAIN A MINIMUM 36 INCHES OF SEPARATION (VERTICALLY, HORIZONTALLY, OR COMBINATION THEREOF) FROM CITY OF MOBILE STORM DRAINAGE PIPES AND STRUCTURES. IF A MINIMUM OF 36 INCHES OF SEPARATION CANNOT BE MAINTAINED DUE TO DIMENSIONAL CONSTRAINTS IN THE FIELD, AS A CONDITION OF APPROVAL, THE CITY OF MOBILE MAY REQUIRE ADDITIONAL PRECAUTIONARY MEASURES TO BE TAKEN SUCH AS LIMITING EXCAVATION EFFORTS TO HAND TRENCHING, PRESENCE OF A ROW INSPECTOR WHILE PROBING, LOCATING, AND EXCAVATING WITHIN 36 INCHES OF THE PIPE/STRUCTURE, OR THE PROVISION OF POST CONSTRUCTION STORM DRAINAGE VIDEOS. PLEASE REFER TO ANY SITE-SPECIFIC NOTES ON THE PLAN/PROFILE SHEETS AND/OR CROSS-SECTIONS DETAILS AS WELL AS ANY CONDITIONS PRINTED ON THE PERMIT FOR ANY REQUIRED WORK RESTRICTIONS.
24. ALL UTILITIES IN THE CITY OF MOBILE ROW SHALL BE PLACED AT A MINIMUM DEPTH OF 36 INCHES AND 48 INCHES OUTSIDE AND INSIDE OF ROADWAYS RESPECTIVELY.

NUMBER:		REVISION:		DATE:		 ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT 30673 Sgl. E. 1 "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900	PROJECT NOTES ANGLEBROOK TOWNHOMES DR HORTON				DATE: JUNE, 2024	
1.		REVISED PER MOBILE COUNTY COMMENTS		10-24-2022							DRAWN BY: JLC	
											CHECKED BY: TL	
											SHEET: 02 OF 20	





LEGEND

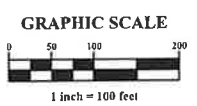
- REBAR FOUND
- OPEN TOP IRON FOUND
- CONCRETE MONUMENT FOUND
- CRIMPED TOP IRON FOUND
- CAPPED REBAR FOUND
- SANITARY SEWER MANHOLE
- SEWER LINE
- SEWER MARKER
- LIGHT POLE
- WATER VALVE
- FIRE HYDRANT
- WATER MARKER
- WATER MAIN
- GAS LINE MARKER
- GAS LINE
- POWER POLE
- EXIST. POWER LINE
- GUY WIRE
- CATV PEDESTAL
- TELEPHONE PEDESTAL
- FIBER LINE
- FIBER MARKER
- SIGN
- HAND HOLE
- PROPERTY LINE
- WOOD LINE
- DRAINAGE PIPE
- DRAINAGE INLET
- SCOPE OF WORK

NOTE: SOLID SOD ALL DISTURBED AREAS IN THE R.O.W.

FLOOD ZONE
FEDERAL INSURANCE ADMINISTRATION MAP, COMMUNITY PANEL
NO. 01097C0519L, EFFECTIVE JUNE 5, 2020, ZONE X
(UNSHADED)

DESCRIPTION OF SURVEY:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 13, GRACELAND COURT, AS RECORDED IN MAP BOOK 112, PAGE 122, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN S89°22'54"E, ALONG THE SOUTH LINE OF SAID GRACELAND COURT, 448.93 FEET TO A POINT ON THE WEST LINE OF SPRING GROVE UNIT TWO, AS RECORDED IN MAP BOOK 114, PAGE 68, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN S07°22'59"W, LEAVING SAID SOUTH LINE OF GRACELAND COURT, AND ALONG SAID WEST LINE OF SPRING GROVE UNIT TWO, 658.13 FEET TO A POINT ON THE SOUTH LINE OF SAID SPRING GROVE UNIT TWO, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 13, OF SAID SPRING GROVE UNIT TWO; THENCE RUN S89°28'05"E, LEAVING SAID WEST LINE, AND ALONG THE SOUTH LINE OF SAID SPRING GROVE UNIT TWO, AND SPRING GROVE UNIT ONE, AS RECORDED IN MAP BOOK 104, PAGE 23, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, 655.00 FEET TO A POINT; THENCE RUN S07°03'50"W, LEAVING SAID SOUTH LINE, AND ALONG THE WEST LINE OF QUAIL CREEK CROSSING PHASE ONE, AS RECORDED IN MAP BOOK 53, PAGE 111, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, 13.14 FEET TO A POINT; THENCE RUN S07°50'30"W, CONTINUING ALONG SAID WEST LINE OF QUAIL CREEK CROSSING, PHASE ONE, 736.33 FEET TO A POINT; THENCE RUN N88°16'42"W, LEAVING SAID WEST LINE, AND ALONG THE NORTH LINE OF COTTAGE WOODS COURT, AS RECORDED IN MAP BOOK 41, PAGE 103, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, AND EXTENSION THEREOF 600.68 FEET TO A POINT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 5, OF SAID COTTAGE WOODS COURT; THENCE RUN S00°31'30"W, LEAVING SAID NORTH LINE, AND ALONG THE WEST LINE OF SAID COTTAGE WOODS COURT, 545.57 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COTTAGE HILL ROAD; THENCE RUN N88°12'37"W, ALONG SAID NORTH LINE, 679.77 FEET TO A POINT ON THE EAST LINE OF JACQUELINE SQUARE, AS RECORDED AS INSTRUMENT 2020077450, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN N07°46'41"E, ALONG SAID EAST LINE, 148.14 FEET TO A POINT AND THE P.O. OF A CURVE; THENCE RUN NORTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD THAT BEARS S07°46'30"W, A DISTANCE OF 59.49 FEET TO A POINT; THENCE RUN N18°18'41"W, 59.52 FEET TO A POINT; THENCE RUN N07°51'11"E, ALONG SAID EAST LINE, 453.21 FEET TO A POINT; THENCE RUN N51°03'44"W, ALONG SAID EAST LINE, 256.19 FEET TO A POINT ON THE NORTH LINE OF SAID JACQUELINE SQUARE; THENCE RUN N50°08'49"W, LEAVING SAID EAST LINE, AND ALONG SAID NORTH LINE, 350.12 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MOBARLAND ROAD; THENCE RUN N07°35'21"E, LEAVING SAID NORTH LINE, AND ALONG SAID EAST RIGHT-OF-WAY LINE, 411.29 FEET TO A POINT; THENCE RUN S89°23'05"E, LEAVING SAID EAST RIGHT-OF-WAY LINE, 847.48 FEET TO A POINT; THENCE RUN N08°41'57"E, 658.91 FEET TO THE POINT OF BEGINNING, CONTAINING 44.86 ACRES, AND LYING IN SECTION 2, TOWNSHIP 5 SOUTH, RANGE 3 EAST, MOBILE COUNTY, ALABAMA.

NUMBER:	REVISION:	DATE:



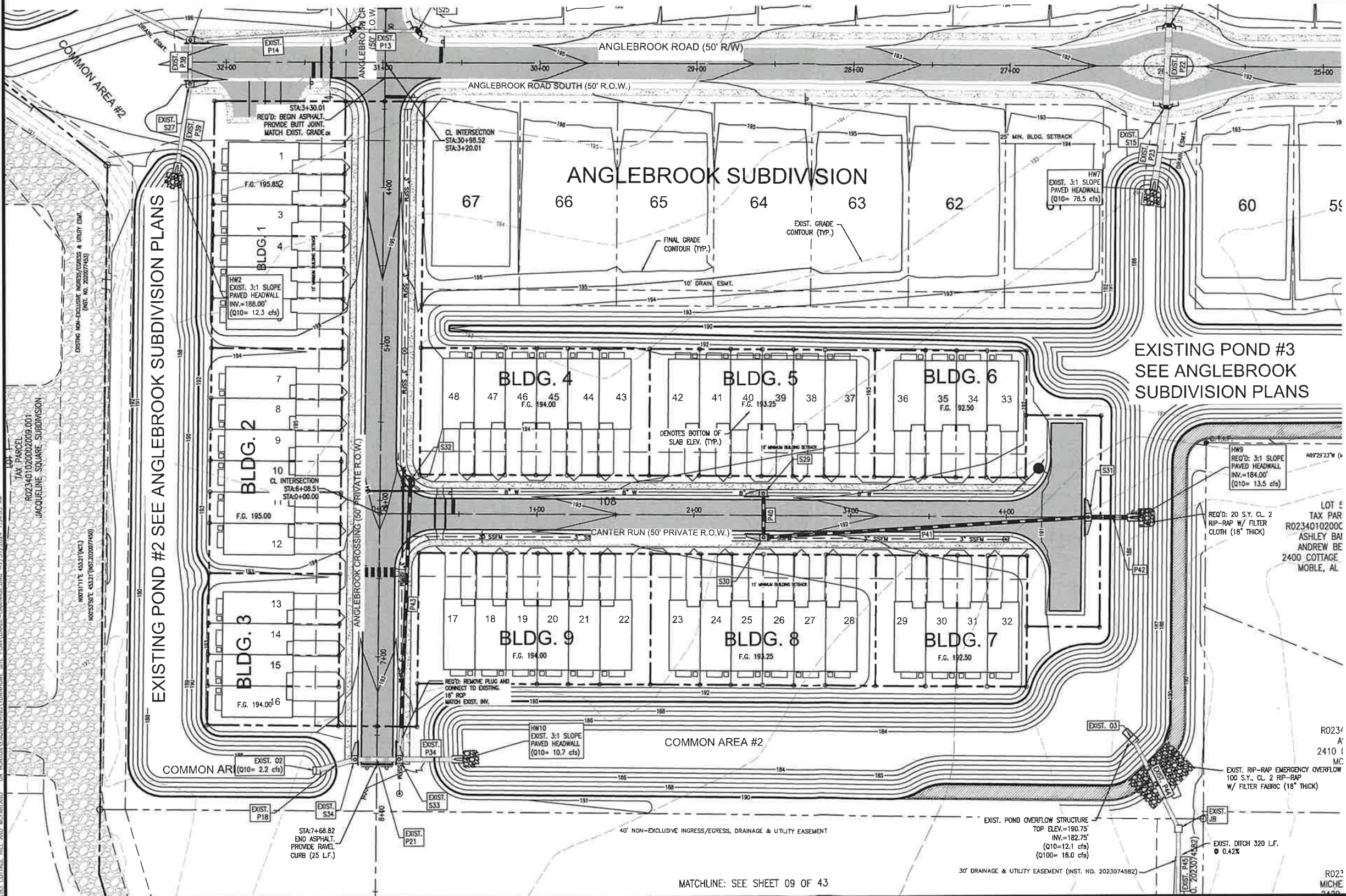
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. L. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone (251) 544-7900

EXIST COND & DEMO PLAN
ANGLEBROOK TOWNHOMES
DR HORTON



SCALE: 1"=100'
DATE: JUNE, 2024
DRAWN BY: JLC
CHECKED BY: TL
SHEET: 03 OF 20

NOTES:
ALL COMMON & DETENTION AREAS SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION AND NOT BY THE CITY OF MOBILE OR THE STATE OF ALABAMA.
ALL CROSS-DRAIN PIPE ARE DESIGNED FOR 25 YEAR STORM EVENT.
SEE ANGLEBROOK SUBDIVISION PLANS FOR POND DESIGNS.

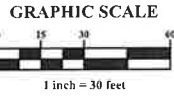


STRUCTURE SCHEDULE				
NAME	RIM EL	THROAT EL	INV IN	INV OUT
S29 SINGLE S INLET	192.34	191.34		188.34 (P40)
S30 SINGLE S INLET	192.35	191.35	188.23 (P40)	188.23 (P41)
S31 DOUBLE S INLET	190.20	189.20	186.22 (P41)	184.22 (P42)
S32 X INLET	193.94	192.94		189.93 (P43)

HEADWALL STRUCTURE SCHEDULE	
NAME	INVERT
HW9	184.00 (P42)

PIPE SCHEDULE					
PIPE NAME	SIZE	SLOPE	LENGTH	INV. IN	INV. OUT
P40	18" RCP	0.40%	25 L.F.	188.34	188.23
P41	18" RCP	0.97%	204 L.F.	188.23	186.22
P42	24" RCP	0.69%	28 L.F.	184.22	184.00
P43	18" RCP	0.92%	157 L.F.	189.93	188.47

NUMBER:	REVISION:	DATE:

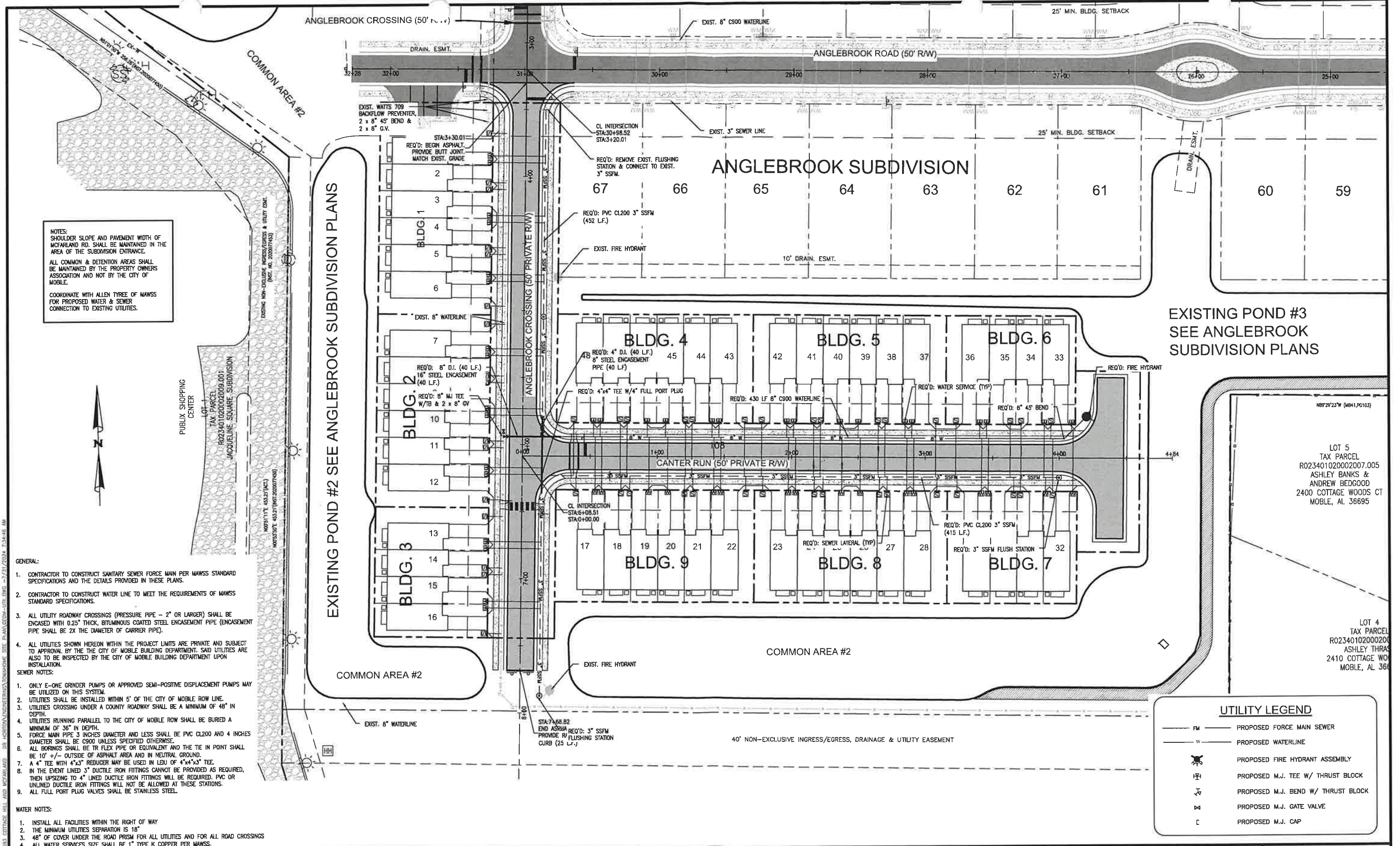


Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30873 Sgt. E. L. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

GRADING AND DRAINAGE
ANGLEBROOK TOWNHOMES
DR HORTON



SCALE: 1"=30'
DATE: JUNE, 2024
DRAWN BY: JLC
CHECKED BY: TL
SHEET: 06 OF 20



NOTES:
SHOULDER SLOPE AND PAVEMENT WIDTH OF MOFARLAND RD. SHALL BE MAINTAINED IN THE AREA OF THE SUBDIVISION ENTRANCE.
ALL COMMON & DETENTION AREAS SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION AND NOT BY THE CITY OF MOBILE.
COORDINATE WITH ALLEN TYREE OF MAWSS FOR PROPOSED WATER & SEWER CONNECTION TO EXISTING UTILITIES.

- GENERAL:
- CONTRACTOR TO CONSTRUCT SANITARY SEWER FORCE MAIN PER MAWSS STANDARD SPECIFICATIONS AND THE DETAILS PROVIDED IN THESE PLANS.
 - CONTRACTOR TO CONSTRUCT WATER LINE TO MEET THE REQUIREMENTS OF MAWSS STANDARD SPECIFICATIONS.
 - ALL UTILITY ROADWAY CROSSINGS (PRESSURE PIPE - 2" OR LARGER) SHALL BE ENCASED WITH 0.25" THICK, BITUMINOUS COATED STEEL ENCASEMENT PIPE (ENCASEMENT PIPE SHALL BE 2X THE DIAMETER OF CARRIER PIPE).
 - ALL UTILITIES SHOWN HEREON WITHIN THE PROJECT LIMITS ARE PRIVATE AND SUBJECT TO APPROVAL BY THE CITY OF MOBILE BUILDING DEPARTMENT. SAID UTILITIES ARE ALSO TO BE INSPECTED BY THE CITY OF MOBILE BUILDING DEPARTMENT UPON INSTALLATION.
- SEWER NOTES:
- ONLY E-ONE GRINDER PUMPS OR APPROVED SEMI-POSITIVE DISPLACEMENT PUMPS MAY BE UTILIZED ON THIS SYSTEM.
 - UTILITIES SHALL BE INSTALLED WITHIN 5' OF THE CITY OF MOBILE ROW LINE.
 - UTILITIES CROSSING UNDER A COUNTY ROADWAY SHALL BE A MINIMUM OF 48" IN DEPTH.
 - UTILITIES RUNNING PARALLEL TO THE CITY OF MOBILE ROW SHALL BE BURIED A MINIMUM OF 36" IN DEPTH.
 - FORCE MAIN PIPE 3 INCHES DIAMETER AND LESS SHALL BE PVC CL200 AND 4 INCHES DIAMETER SHALL BE C900 UNLESS SPECIFIED OTHERWISE.
 - ALL BORINGS SHALL BE TR FLEX PIPE OR EQUIVALENT AND THE TIE IN POINT SHALL BE 10' +/- OUTSIDE OF ASPHALT AREA AND IN NEUTRAL GROUND.
 - A 4" TEE WITH 4"x3" REDUCER MAY BE USED IN LIEU OF 4"x4"x3" TEE.
 - IN THE EVENT UNED 3" DUCTILE IRON FITTINGS CANNOT BE PROVIDED AS REQUIRED, THEN UPSIZING TO 4" UNED DUCTILE IRON FITTINGS WILL BE REQUIRED. PVC OR UNLINED DUCTILE IRON FITTINGS WILL NOT BE ALLOWED AT THESE STATIONS.
 - ALL FULL PORT PLUG VALVES SHALL BE STAINLESS STEEL.
- WATER NOTES:
- INSTALL ALL FACILITIES WITHIN THE RIGHT OF WAY
 - THE MINIMUM UTILITIES SEPARATION IS 18"
 - 48" OF COVER UNDER THE ROAD PRISM FOR ALL UTILITIES AND FOR ALL ROAD CROSSINGS
 - ALL WATER SERVICES SIZE SHALL BE 1" TYPE K COPPER PER MAWSS.

EXISTING POND #3
SEE ANGLEBROOK
SUBDIVISION PLANS

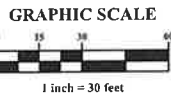
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TAX PARCEL
R023401020002007.005
ASHLEY BANKS &
ANDREW BEDGOOD
2400 COTTAGE WOODS CT
MOBILE, AL 36695

LOT 4
TAX PARCEL
R023401020002004
ASHLEY THRA
2410 COTTAGE WO
MOBILE, AL 366

UTILITY LEGEND

- FM PROPOSED FORCE MAIN SEWER
- W PROPOSED WATERLINE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED M.J. TEE W/ THRUST BLOCK
- PROPOSED M.J. BEND W/ THRUST BLOCK
- PROPOSED M.J. GATE VALVE
- PROPOSED M.J. CAP

NUMBER:	REVISION:	DATE:





ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

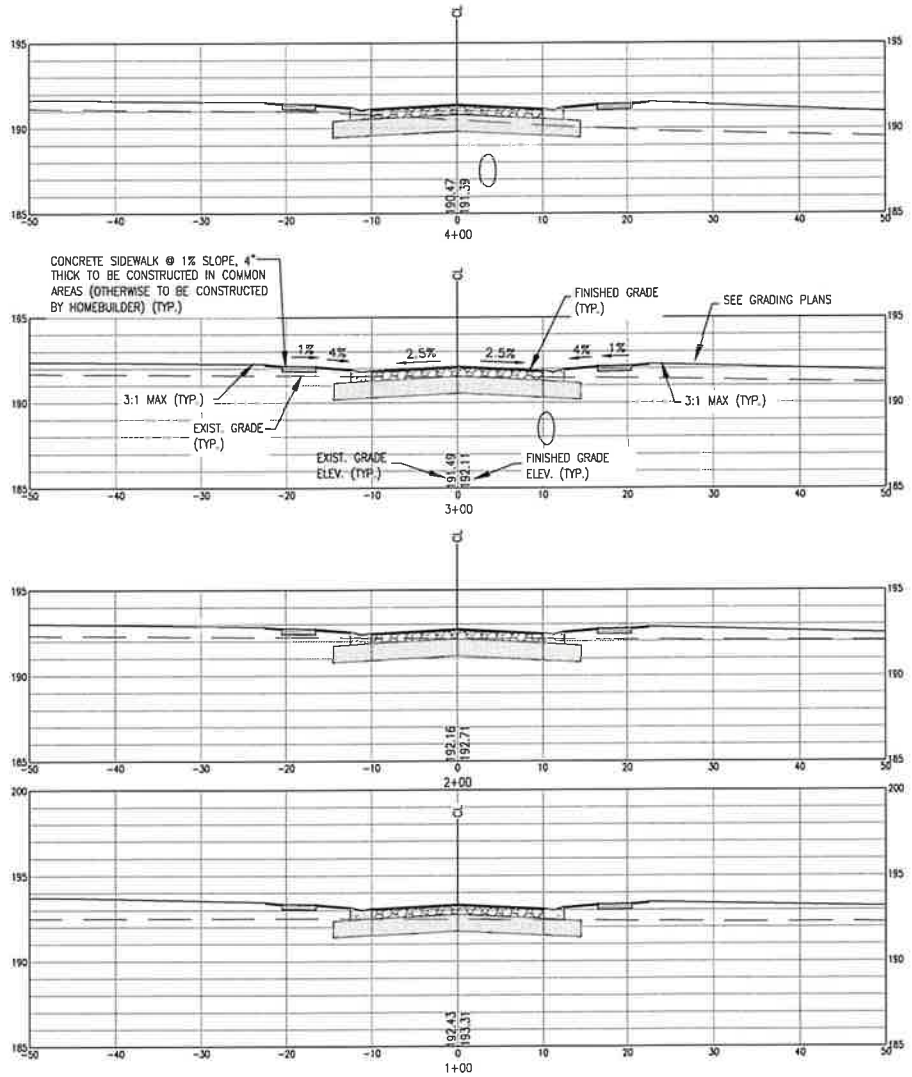
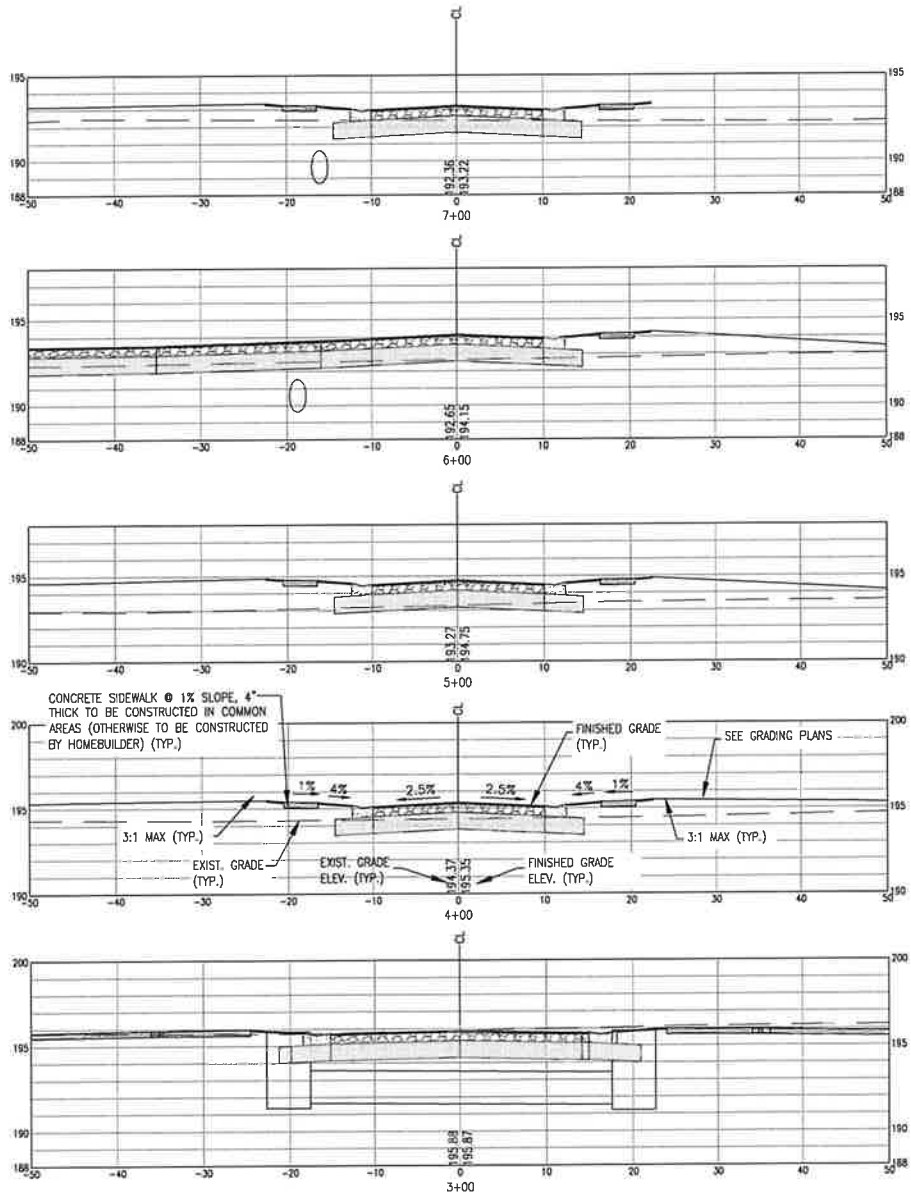
UTILITY PLAN
TOWNHOMES
DR HORTON



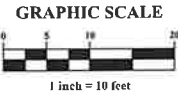
SCALE: 1"=30'
DATE: JUNE, 2024
DRAWN BY: JLC
CHECKED BY: TL
SHEET: 08 OF 20

Total Volume Table						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
1+00.00	12.39	48.70	0.00	0.00	0.00	0.00
2+00.00	5.70	51.71	33.49	185.94	33.49	185.94
3+00.00	0.38	91.91	11.26	265.96	44.75	451.90
4+00.00	61.74	22.64	115.05	212.14	159.80	664.04
5+00.00	100.61	8.21	300.65	57.13	460.45	721.17
6+00.00	38.53	23.19	257.67	58.14	718.12	779.31
7+00.00	56.33	26.16	175.66	91.39	893.78	870.71

Total Volume Table						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
1+00.00	65.27	25.44	0.00	0.00	0.00	0.00
2+00.00	38.09	34.96	191.40	111.85	191.40	111.85
3+00.00	42.41	33.15	149.08	126.12	340.48	237.98
4+00.00	65.49	24.58	199.82	106.91	540.29	344.88



NUMBER:	REVISION:	DATE:





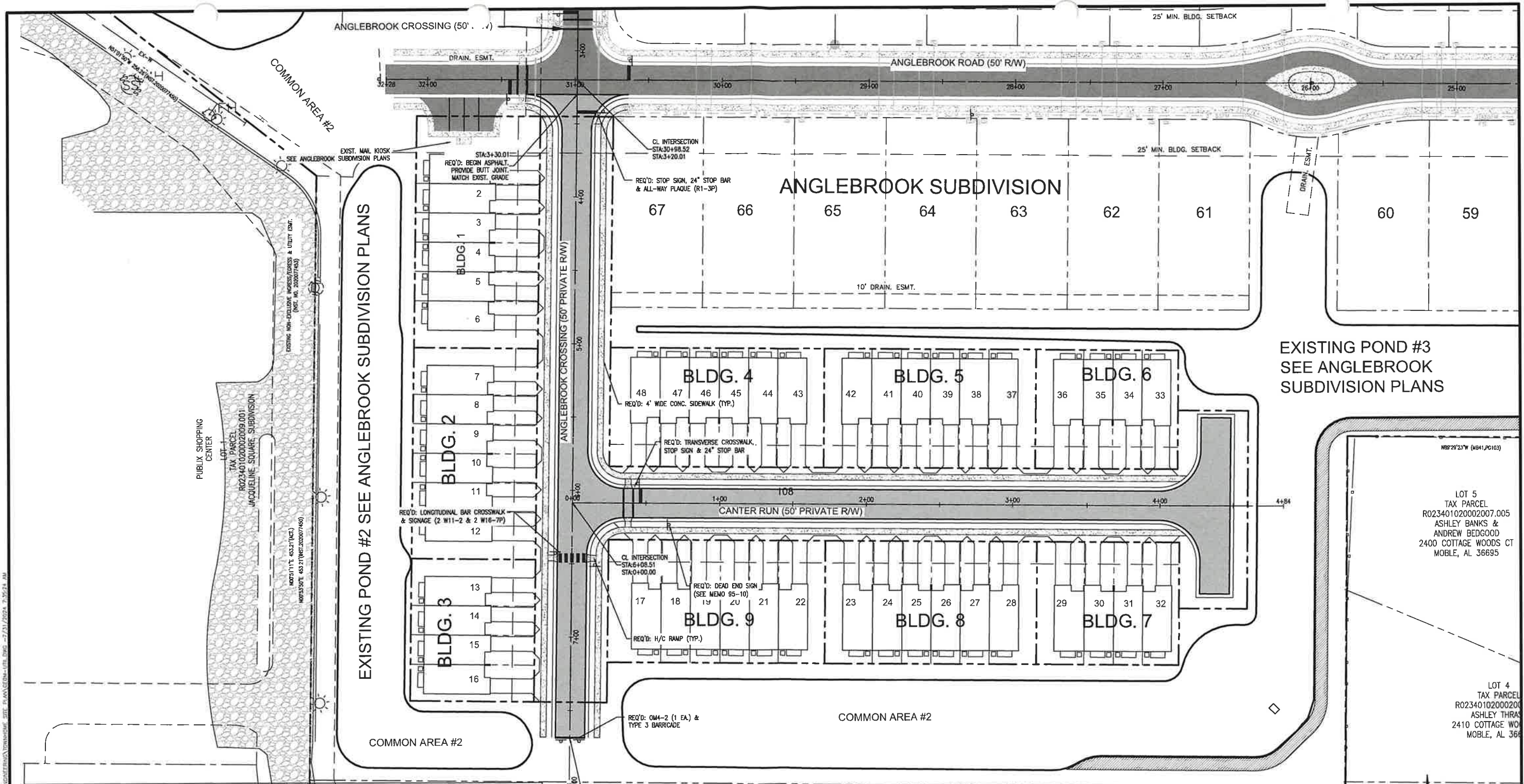
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

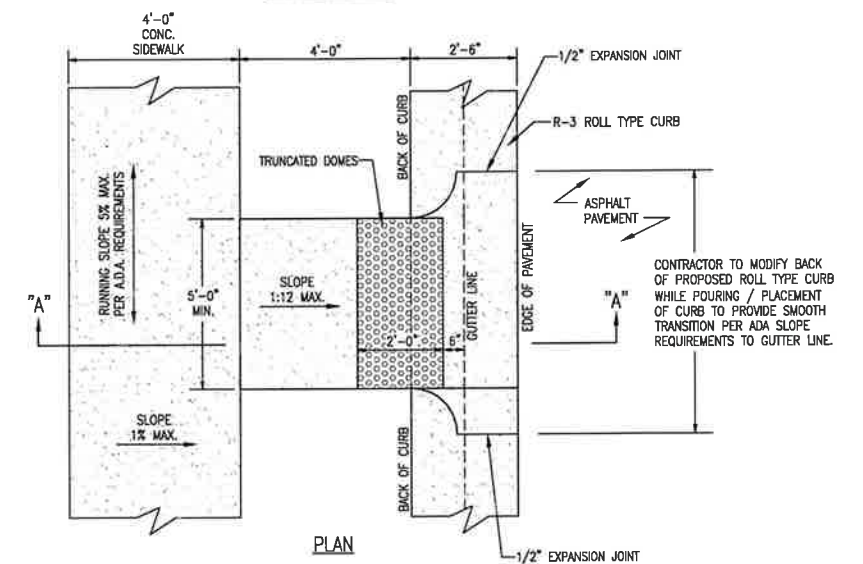
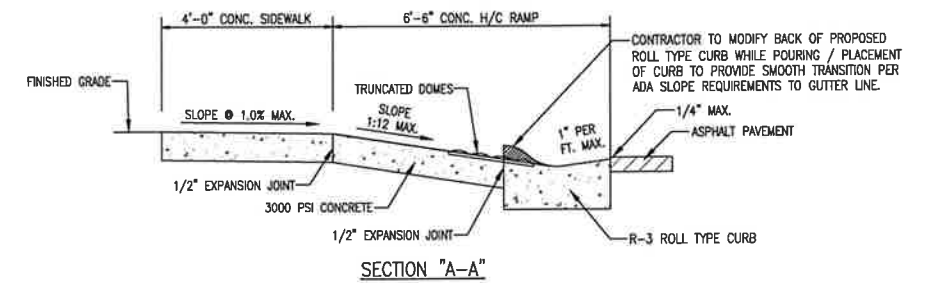
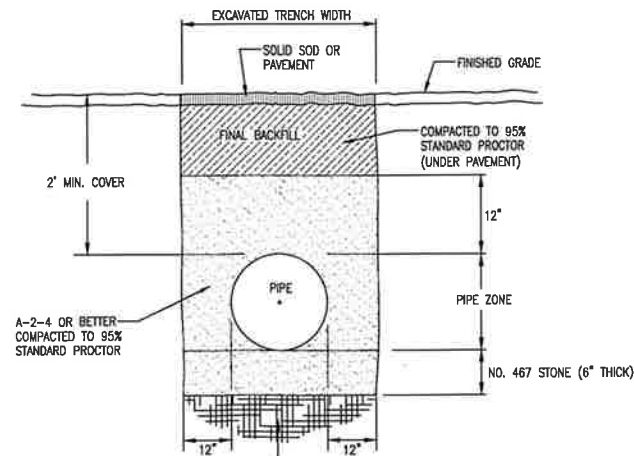
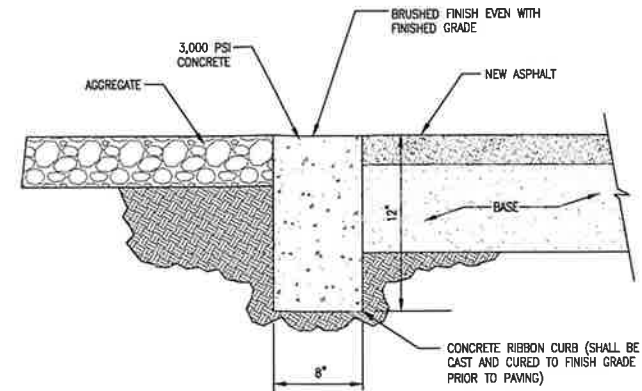
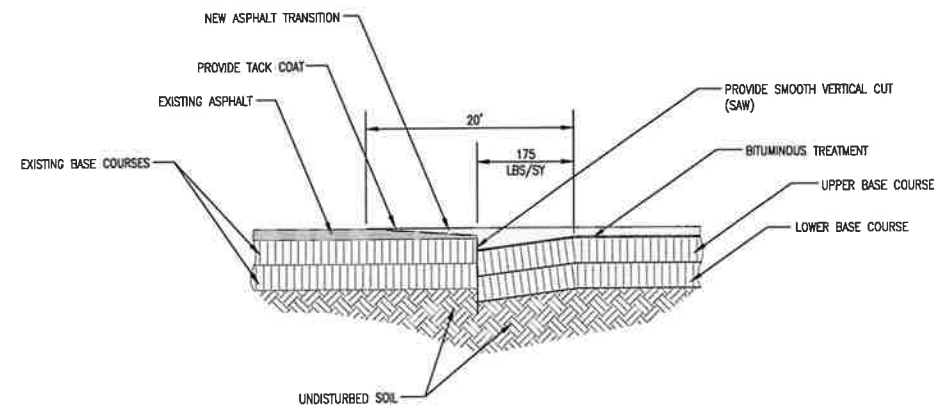
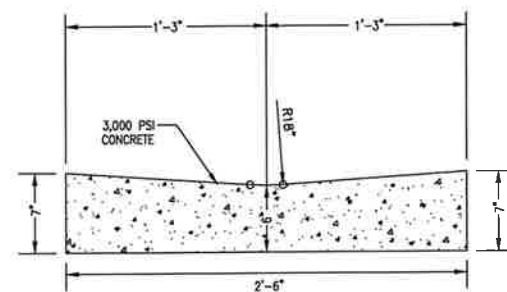
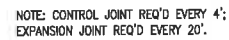
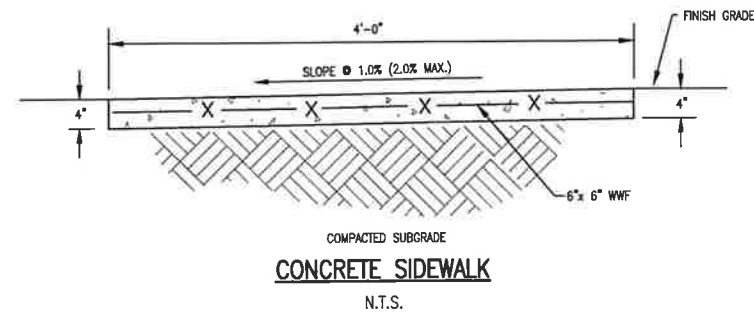
30673 Sgt. E. L. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

CROSS SECTIONS
ANGLEBROOK TOWNHOMES
DR HORTON



SCALE: 1"=10' H, 1"=5' V
DATE: JUNE, 2024
DRAWN BY: JLC
CHECKED BY: TL
SHEET: 09 OF 20





- NOTES:**
1. RAMPS ARE DESIGNED TO THE UNIFORM FEDERAL ACCESSIBILITY STANDARDS TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT.
 2. RAMPS SHALL HAVE A TACTILE SURFACE, TEXTURED TO A DEPTH NOT EXCEEDING 1/8" BY USE OF TAMP OR ROLLER.
 3. SEE A.L.D.O.T. SPECIAL DRAWING NO. SW-618 (CURRENT EDITION) FOR FURTHER DETAILS.

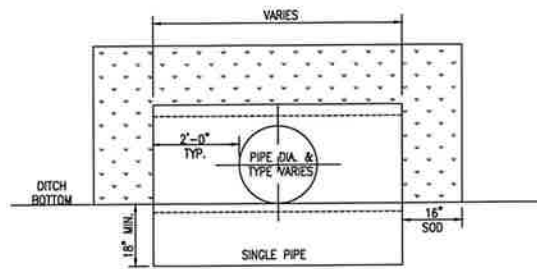
NUMBER:	REVISION:	DATE:

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. L. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

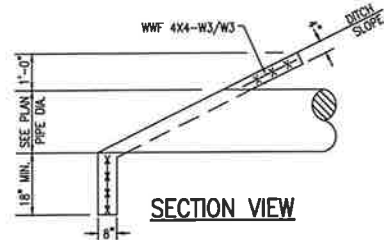
CIVIL CONSTRUCTION DETAILS
ANGLEBROOK TOWNHOMES
DR HORTON

DATE: JUNE, 2024
DRAWN BY: JLC
CHECKED BY: TL
SHEET: 11 OF 20

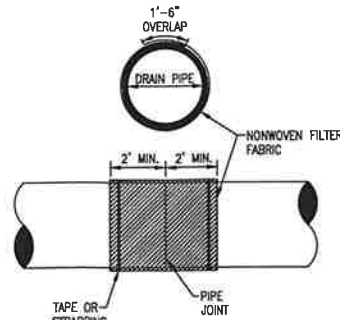
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DRS: HORTON ENGINEERING/TRANSPORT SITE PLAN/ITC-NOTES-DETAILS.DWG --27/03/2024 10:30:34 AM



CONCRETE SLOPED HEADWALL DETAIL
N.T.S.

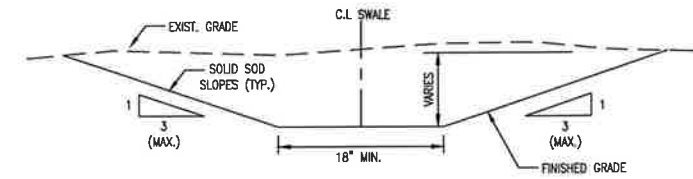


NOTE: SEE ALDOT STATE STANDARD SPECIAL DRAWING NO. HW-614-SP FOR ADDITIONAL INFORMATION.

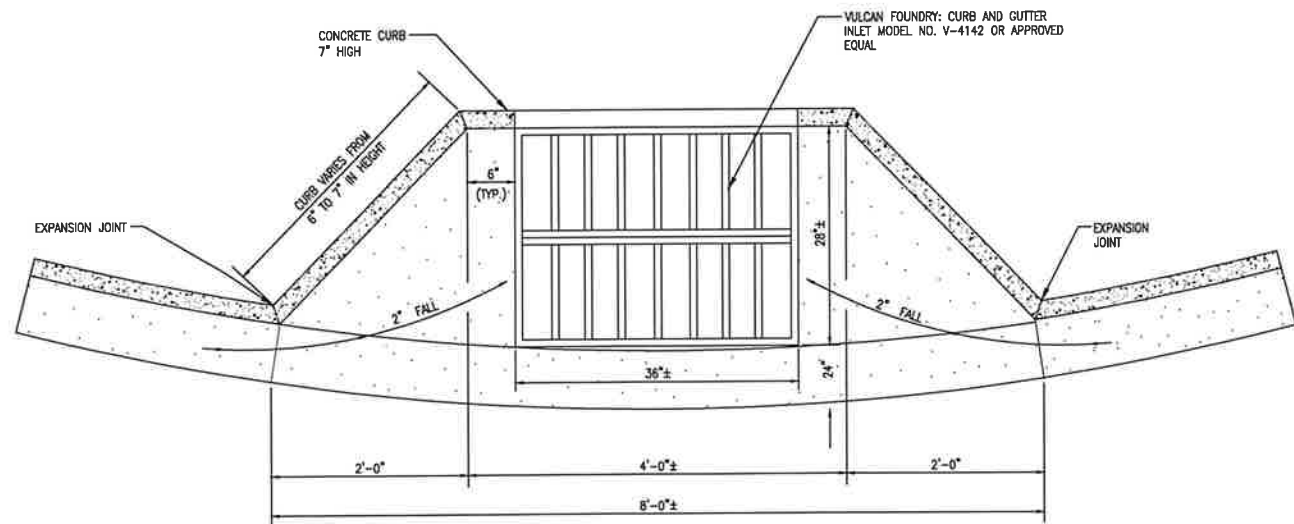


PIPE JOINT WRAP
N.T.S.

NOTE: JOINTS ON ALL STORM DRAIN PIPES SHALL BE PIPE WRAPPED WITH A NON-WOVEN FILTER FABRIC AS SHOWN IN THIS DETAIL.

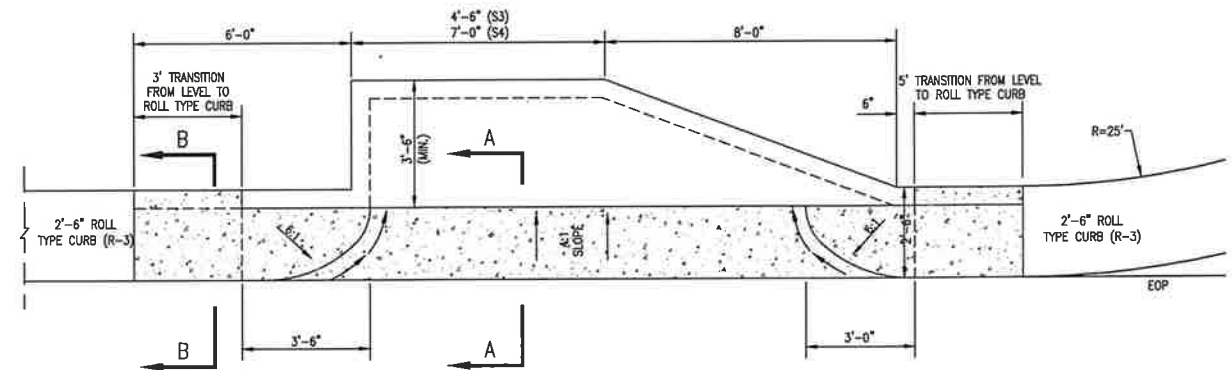


EARTHEN DRAINAGE SWALE DETAIL
N.T.S.

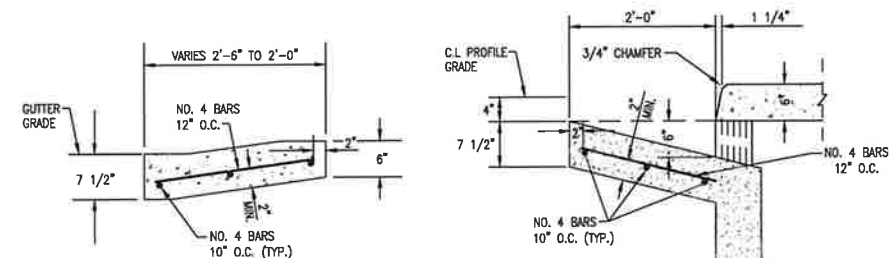


"X" INLET DETAIL
N.T.S.

NOTE: CONCRETE SLAB OF THROAT SHALL BE 8" THICK. INLET BOX CONSTRUCTION SHALL ADHERE TO SPECIAL & STANDARD DRAWING NO. I-621-S.



PLAN



SECTION B-B

SECTION A-A

TRANSITION FROM R-3 ROLL TYPE CURB TO "S3"
OR "S4" INLET
N.T.S.

THE TRANSITION IS TO BE CONSTRUCTED OF CONCRETE AND TO BE POURED AT THE SAME TIME AS THE CONCRETE THROAT. ANY COST FOR CONSTRUCTING THE TRANSITION IS TO BE INCLUDED IN THE PRICE BID FOR INLETS.

THIS DETAIL AND SECTIONS ARE SUPPLEMENTAL TO REINFORCED CONCRETE SEWER INLET TYPE "S3" AND "S4" OF ALABAMA DEPARTMENT OF TRANSPORTATION SPECIAL AND STANDARD HIGHWAY DRAWINGS 2021 EDITION.

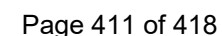
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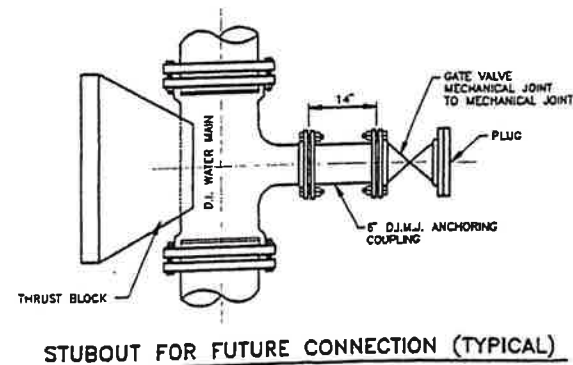
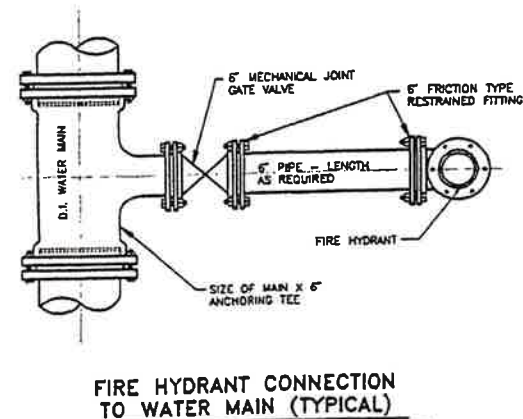
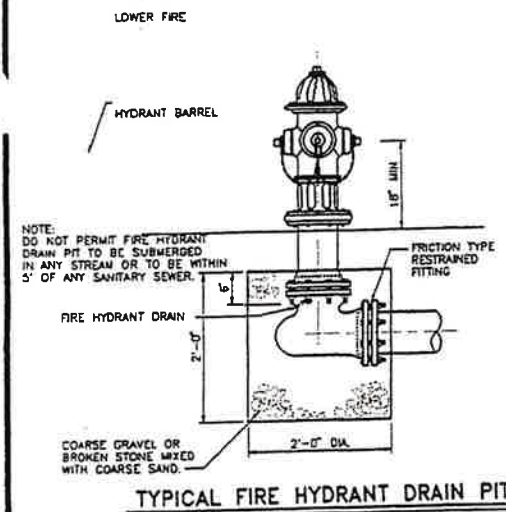
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

CIVIL CONSTRUCTION DETAILS 2
ANGLEBROOK TOWNHOMES
DR HORTON

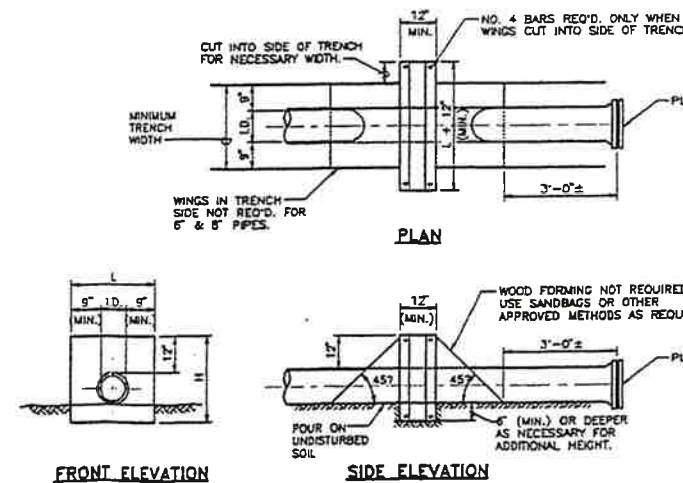
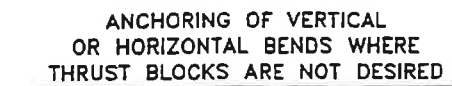
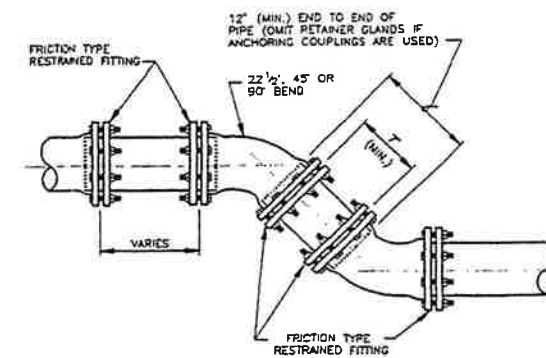
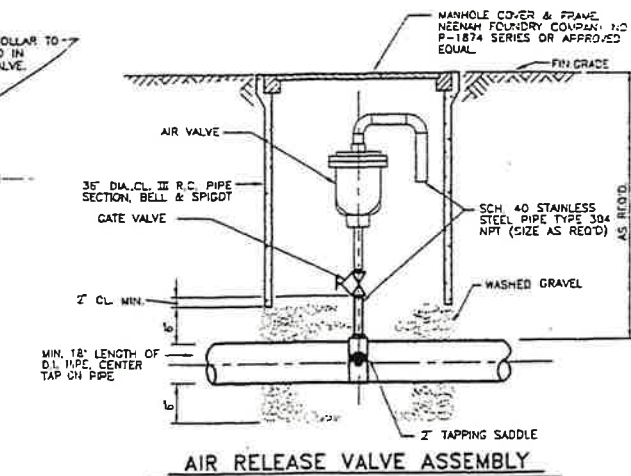
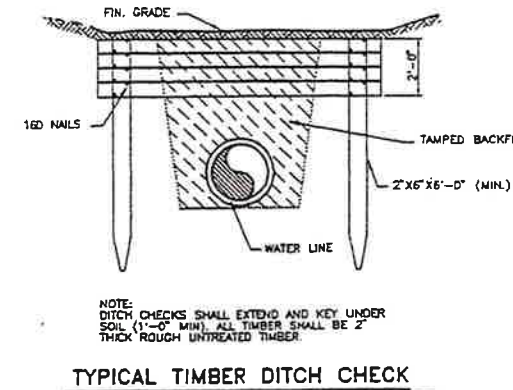
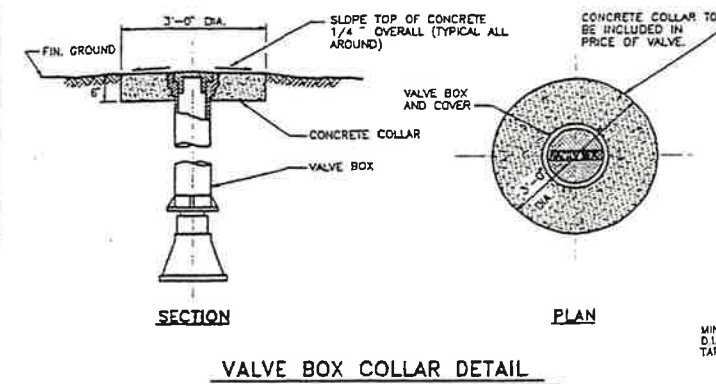
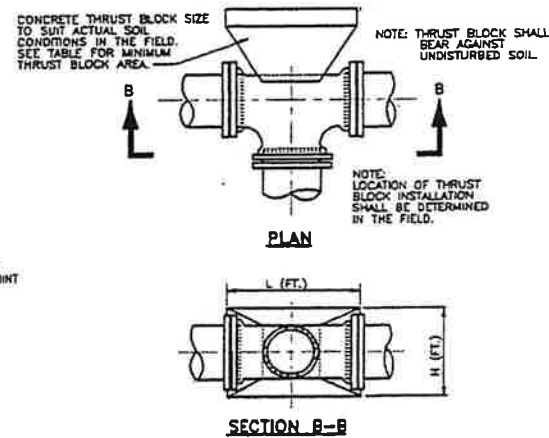
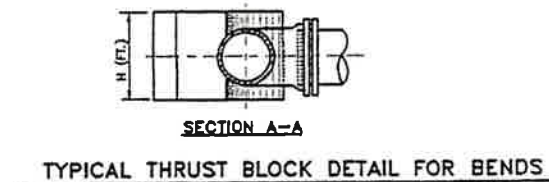
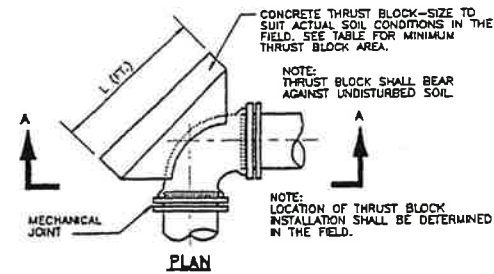


DATE:	JUNE, 2024
DRAWN BY:	JLC
CHECKED BY:	TL
SHEET:	12 OF 20





TYPICAL THRUST BLOCKS			
MINIMUM THRUST BLOCK AREA SQ. FT. L (FT.) X H (FT.)			
INSIDE DIA. PIPE LINE IN INCHES	90° BENDS	TEES, DEAD ENDS, OR 45° BENDS	22½° BENDS
6"	3.0	2.2	1.0
8"	5.5	4.0	1.5
10"	8.5	6.0	2.5
12"	12.0	9.0	3.5
16"	22.0	18.0	6.0
18"	27.0	20.0	8.0
20"	34.0	24.0	10.0
24"	48.0	34.0	14.0
30"	75.0	53.0	21.0



NO.	REVISION	DATE	ENCL.	DATE	ISSUED FOR		

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING 0  1' IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY	DESIGNER	APPROVED	SE
	DRAWN BY		
	ENGINEER	APPROVED	
	PROJECT NO.		
	CHECKED BY	DATE	

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA WATER LINE CONSTRUCTION DETAILS	SCALE	N.T.S.
	PROJECT NO.	
	DRAWING NO.	
	SHEET	OF

NUMBER:	REVISION:	DATE:



30673 Sgt. E. J. "Bools" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

WATER DETAILS

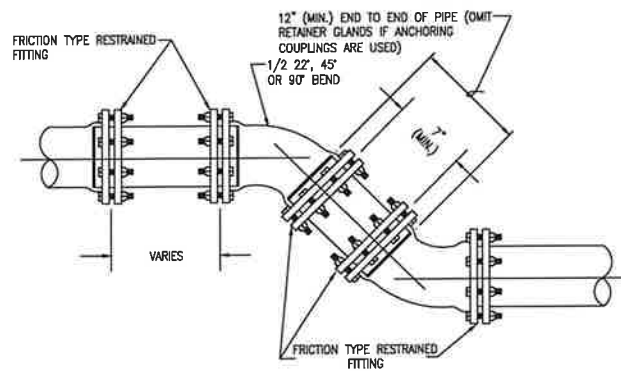
ANGLEBROOK TOWNHOMES

DR HORTON

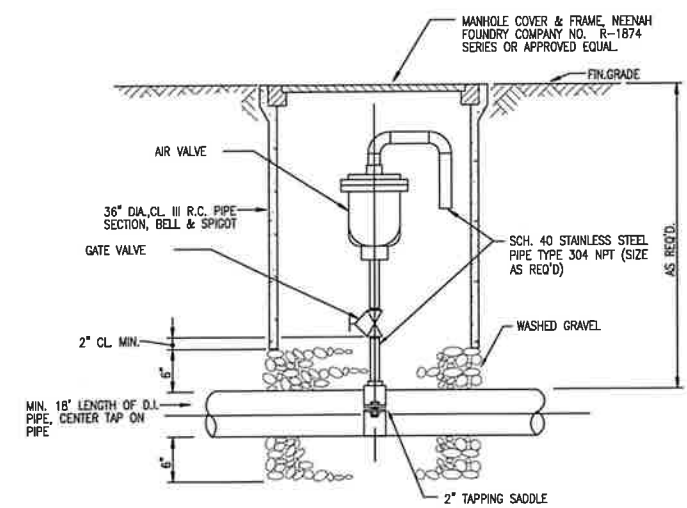


DATE:	JUNE, 2024
DRAWN BY:	JLC
CHECKED BY:	TL
SHEET:	13 OF 20

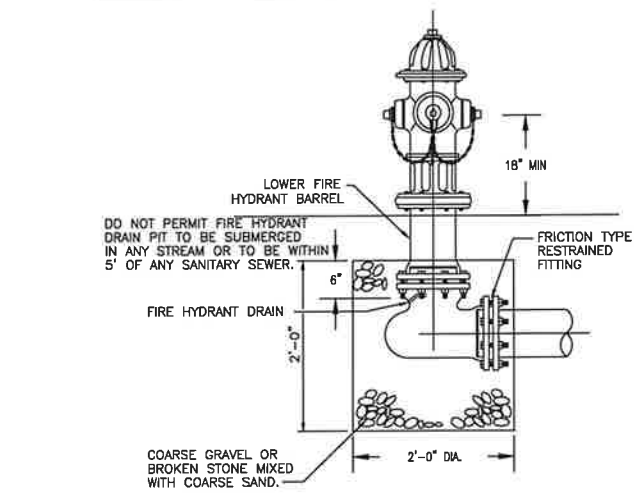
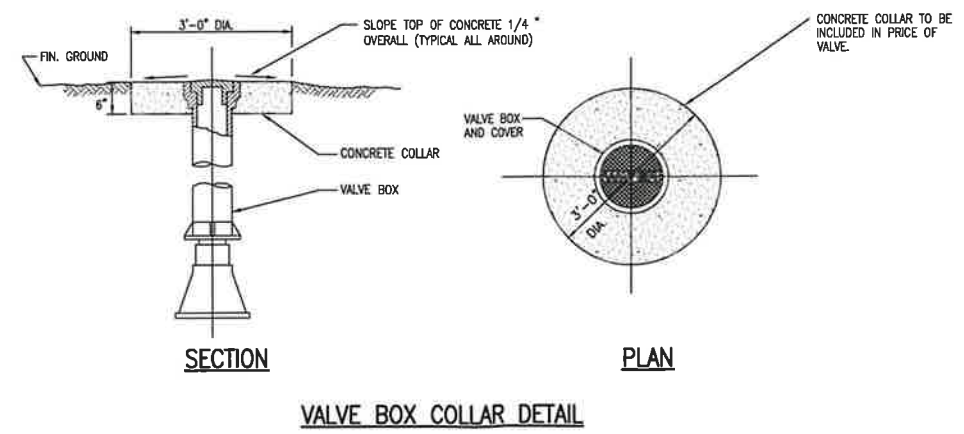
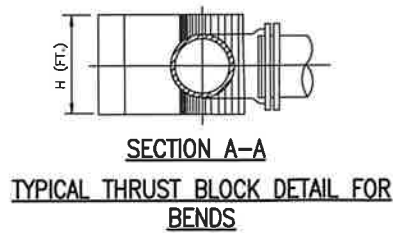
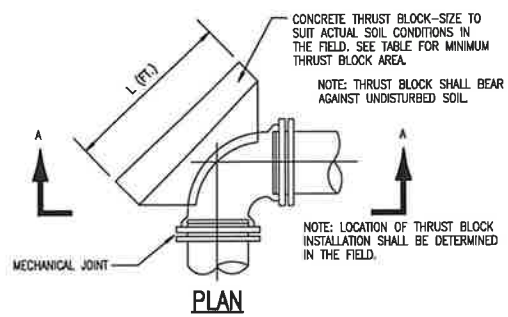
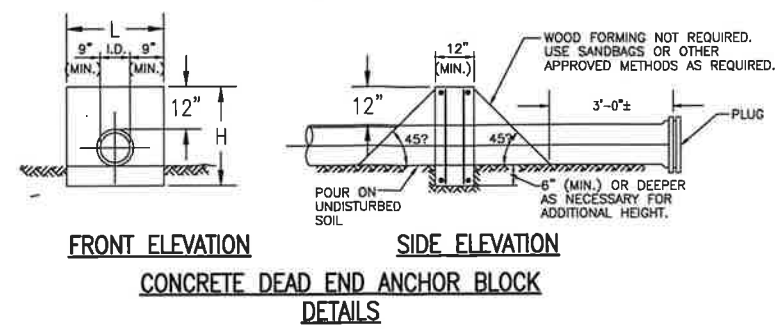
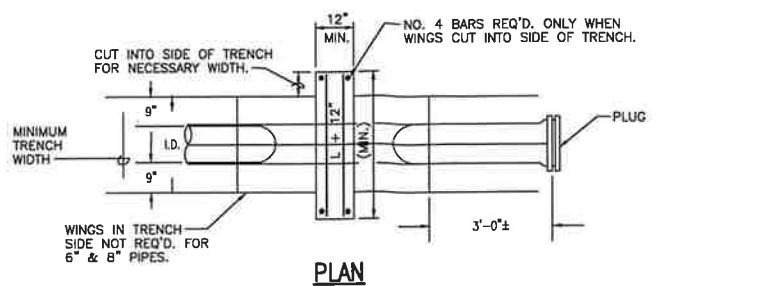
DWG. NO. 251-1-003-003 COTTAGE HILL AND MEADOWS DR. HORTON ENGINEERING TOWNHOME SITE PLANS TITLE: NOTES-DETAILS.DWG. 27/03/2024 2:35:59 AM



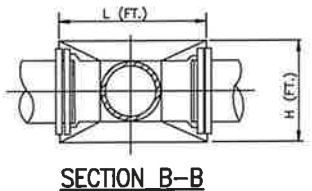
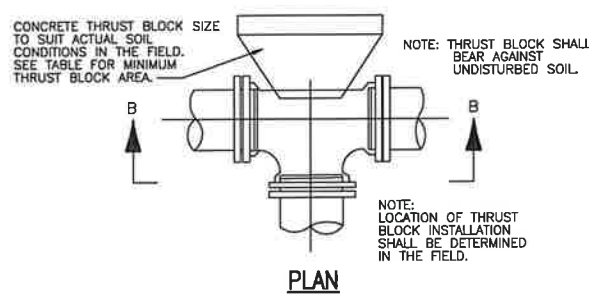
ANCHORING OF VERTICAL OR HORIZONTAL BENDS WHERE THRUST BLOCKS ARE NOT DESIRED



AIR RELEASE VALVE ASSEMBLY



TYPICAL THRUST BLOCKS			
MINIMUM THRUST BLOCK AREA SQ. FT. L (FT.) X H (FT.)			
INSIDE DIA. PIPE LINE IN INCHES	90° BENDS	TEES, DEAD ENDS, OR 45° BENDS	22 1/2° BENDS
6"	3.0	2.2	1.0
8"	5.5	4.0	1.5
10"	8.5	6.0	2.5
12"	12.0	9.0	3.5
16"	22.0	16.0	6.0
18"	27.0	20.0	8.0
20"	34.0	24.0	10.0
24"	48.0	34.0	14.0
30"	75.0	53.0	21.0



NUMBER:	REVISION:	DATE:



ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

30673 Sgt. E. L. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone (251) 544-7900

WATER DETAILS 2
ANGLEBROOK TOWNHOMES
DR HORTON

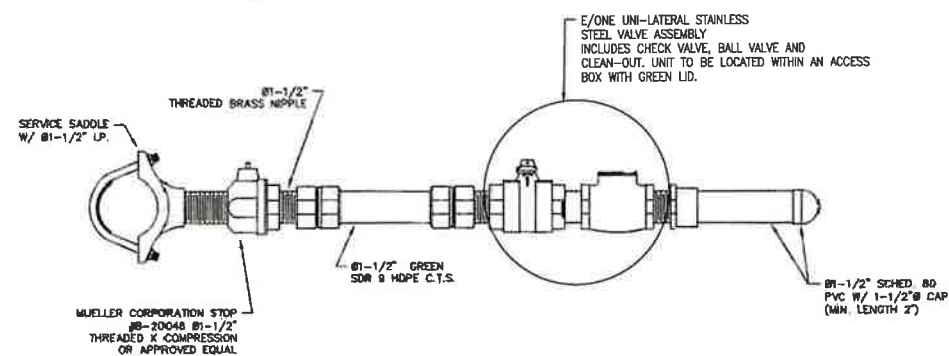


DATE: JUNE, 2024

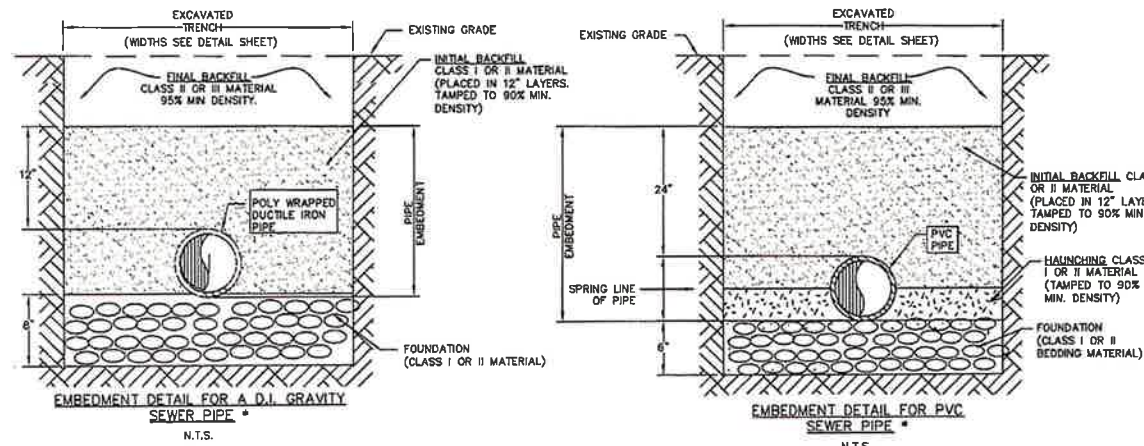
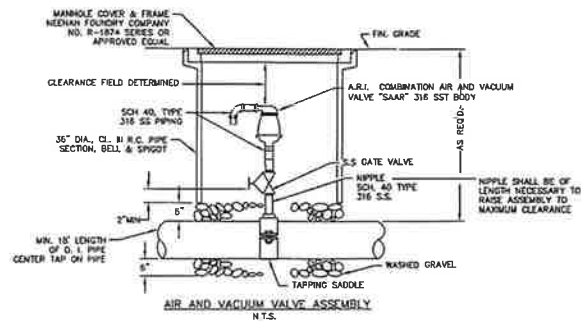
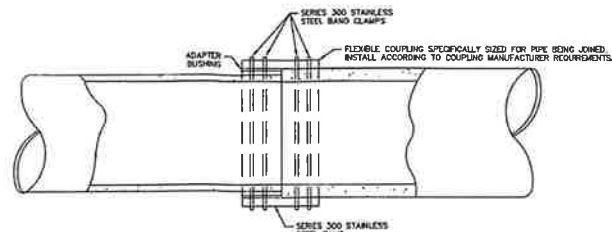
DRAWN BY: JLC

CHECKED BY: TL

SHEET: 14 OF 20

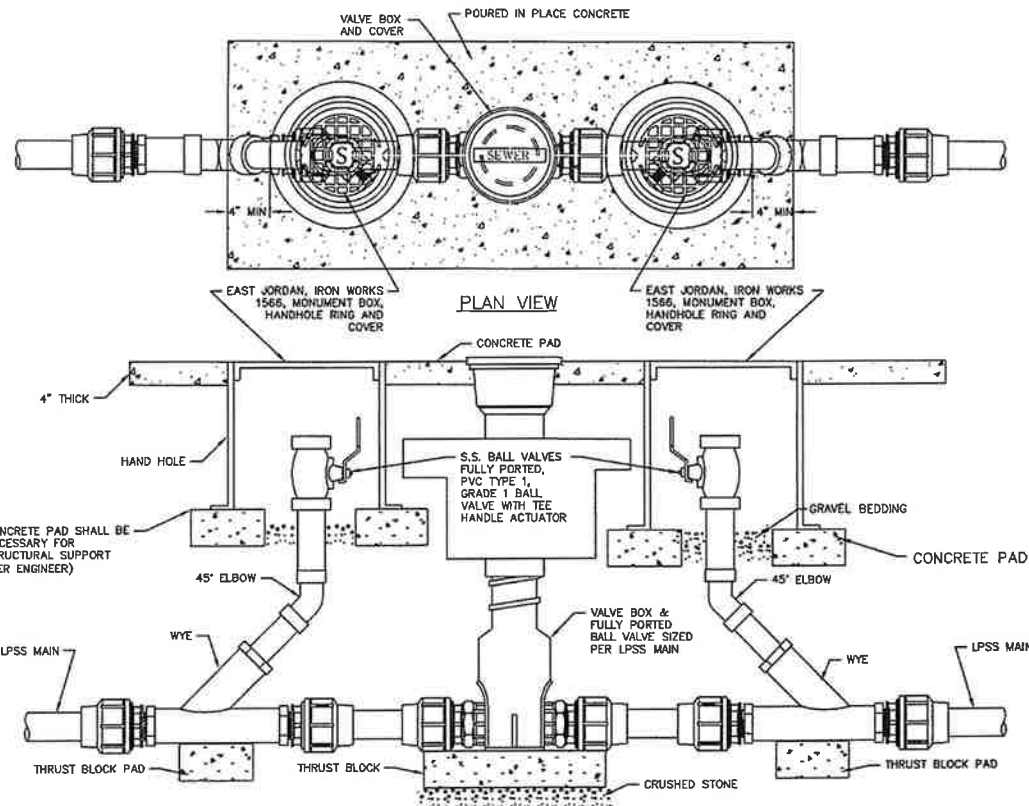


NOTE:

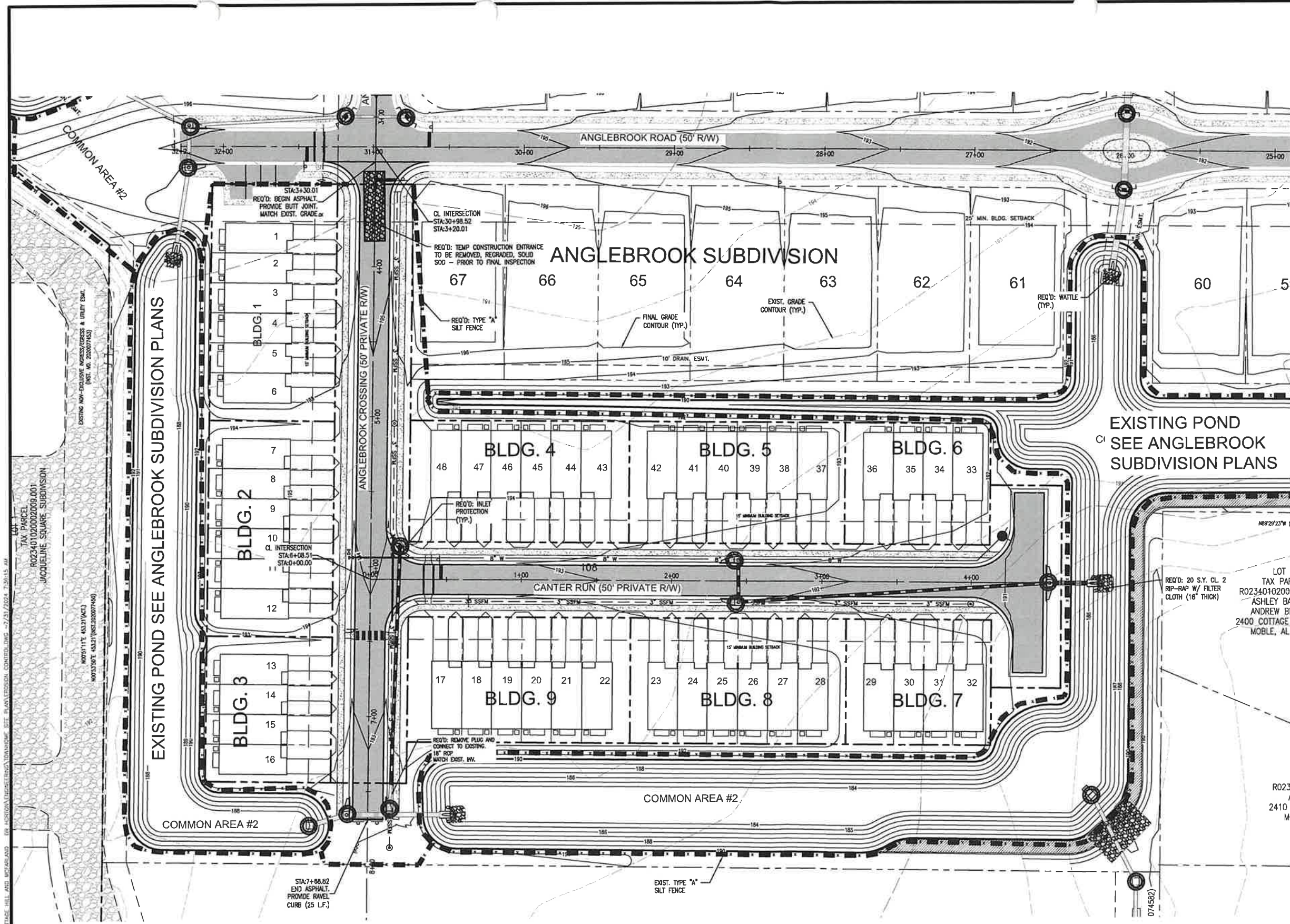


11. THE MINIMUM DEPTH OF COVER TO BE ESTABLISHED BY THE ENGINEER, IN THE ABSENCE OF AN ENGINEER REVIEW, THE FOLLOWING "DEFAULT" COVER RECOMMENDATIONS SHALL BE USED. FOR CLASS I, EMBEDMENT MATERIALS INSTALLED TO THE MINIMUM REQUIRED DENSITIES SHALL PROVIDE COVER OF AT LEAST 24" OR ONE PIPE DIAMETER (WHICHEVER IS GREATER). FOR CLASS II AND III, EMBEDMENT MATERIALS INSTALLED TO THE MINIMUM REQUIRED DENSITIES SHALL PROVIDE COVER OF AT LEAST 36" OR ONE PIPE DIAMETER (WHICHEVER IS GREATER). AT LEAST 48" COVER IS REQUIRED BEFORE USING HEAVY COMPACTION EQUIPMENT.

• UNLESS OTHERWISE SPECIFIED BY
GEOTECHNICAL REPORT



TYPICAL FLUSHING CONNECTION ON LPSS FORCE MAIN
N.T.S.



SOIL EROSION & SEDIMENT CONTROL NOTES:

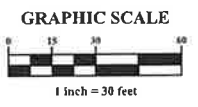
1. ALL EROSION AND SEDIMENT CONTROL PRACTICES MUST BE IN ACCORDANCE WITH THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORM WATER MANAGEMENT FOR CONSTRUCTION SITES AND URBAN AREAS, VOLUME 1 AND 2, LATEST EDITION.
2. THE MEASURES SET FORTH IN THE EROSION CONTROL PLAN ARE INTENDED AS THE MINIMUM STANDARDS, ANY EROSION CONTROL MEASURE BEYOND THAT SPECIFIED IN THE PLAN, THAT IS REQUIRED TO COMPLY WITH LOCAL, STATE, AND FEDERAL LAW, SHALL BE IMPLEMENTED.
3. IN THE EVENT THAT EROSION PREVENTION AND CONTROL DEVICES SHOWN IN THE EROSION CONTROL PLAN PROVE NOT TO BE EFFECTIVE, ALTERNATE METHODS FOR MAINTAINING STATE WATER QUALITY STANDARDS FOR DISCHARGE FROM THE CONSTRUCTION SITE WILL BE REQUIRED. ALL ALTERNATE EROSION PREVENTION AND CONTROL DEVICES MUST BE REVIEWED AND APPROVED BY LOCAL AND STATE COMPLIANCE PERSONNEL PRIOR TO PLACEMENT.
4. THE CONTRACTOR SHALL INSPECT INSTALLED BMP'S DAILY AND REPAIR OR REPLACE MY DAMAGED OR INEFFECTIVE DEVICES.
5. THE CONTRACTOR SHALL INSPECT INSTALLED BMP'S WITHIN 24 HOURS AFTER PRECIPITATION EVENTS OF 0.50 INCHES OR GREATER AND REPAIR OR REPLACE ANY DAMAGED OR INEFFECTIVE DEVICES.
6. DISTURBED AREAS SHALL BE GRADED, SODDED, OR VEGETATED (SEEDED AND MULCHED) WITHIN 10 DAYS OF ANY CONSTRUCTION ACTIVITY FOR AN EFFECTIVE BMP.
7. ALL AREAS IDENTIFIED TO HAVE SOIL SODDING, SHALL BE VEGETATED WITH PERMANENT SEEDING (SEASONAL MIX) IN ACCORDANCE WITH SECTION 860, TABLE FOR ZONE 3 IN THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS HIGHWAY CONSTRUCTION (CURRENT EDITION).
8. SILT FENCE MUST MEET THE REQUIREMENTS OF LOCAL JURISDICTIONAL AGENCY, SAID REQUIREMENTS AS SHOWN BY THESE PLANS.
9. WHEN ANY CONSTRUCTION BORDERS A DRAINAGE COURSE.
10. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY BUILDING OR OTHER EXCAVATION SPOIL DIRT, CONSTRUCTION TRASH OR DEBRIS, ETC. FROM THE DRAINAGE AREA SHOWN HEREON IN AN EXPEDITIOUS MANNER AS CONSTRUCTION PROGRESSES.
11. THE CONTRACTOR HEREBY AGREES TO STOP ALL WORK AND RESTORE THESE AREAS IMMEDIATELY UPON NOTIFICATION BY THE LOCAL JURISDICTIONAL INSPECTOR AND/OR PROFESSIONAL ENGINEER.
12. A COPY OF THE APPROVED LAND DISTURBANCE PLAN SHALL BE PRESENT ON THE SITE WHENEVER LAND DISTURBING ACTIVITY IS IN PROGRESS.
13. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED. CONTRACTOR SHALL CLEAN OUT ALL SEDIMENT PONDS WHEN REQUIRED BY THE ENGINEER OR LOCAL JURISDICTIONAL INSPECTOR. CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
14. ALL SLOPES SHALL BE STABILIZED AND VEGETATED AS SOON AS POSSIBLE. USE EROSION CONTROL BLANKET (ECB) WHERE GRASSING SLOPES ARE INTERMITTENT.
15. ALL CONSTRUCTION WASTE AND DEBRIS, SILT FENCES, HAY BALES, AND INLET PROTECTION AND OTHER TEMPORARY BMP'S SHALL BE REMOVED FROM THE SITE UPON CONSTRUCTION COMPLETION.

NOTE:

THE CONTRACTOR SHALL MAINTAIN, REPLACE, AND IMPROVE THE EROSION CONTROL PLAN AND IT'S DEVICES THROUGHOUT THE DURATION OF THE PROJECT.

- EROSION CONTROL LEGEND**
- PROPOSED "A" SILT FENCE
 - PROPOSED INLET PROTECTION (SEDIMENT CONTROL DEVICE)
 - ⌒ PROPOSED WATTLE DITCH CHECK

NUMBER:	REVISION:	DATE:



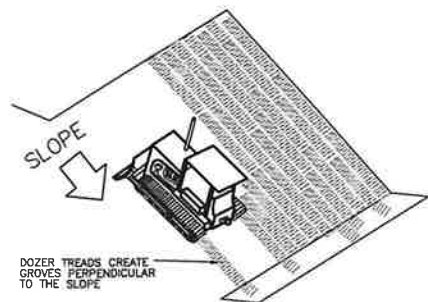


Sawgrass
ENGINEERING • SURVEYING • CONSTRUCTION MANAGEMENT
30673 Sgt. E. L. "Boots" Thomas Drive, Spanish Fort, AL 36527
Phone: (251) 544-7900

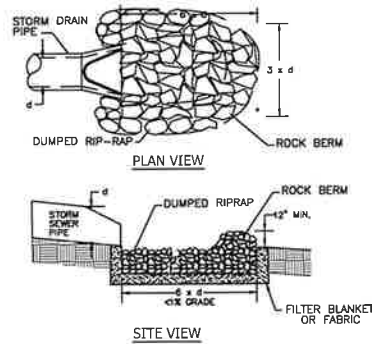
EROSION CONTROL PLAN
ANGLEBROOK TOWNHOMES
DR HORTON



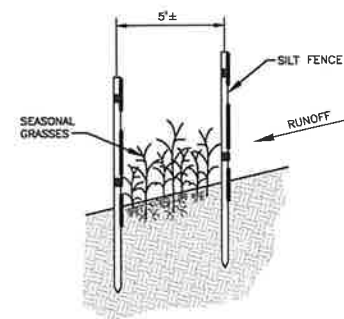
SCALE: 1"=30'
DATE: JUNE, 2024
DRAWN BY: JLC
CHECKED BY: TL
SHEET: 17 OF 20



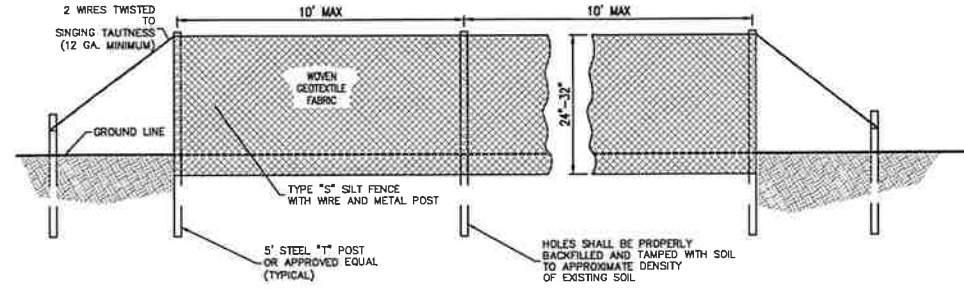
SURFACE ROUGHENING
NOT TO SCALE



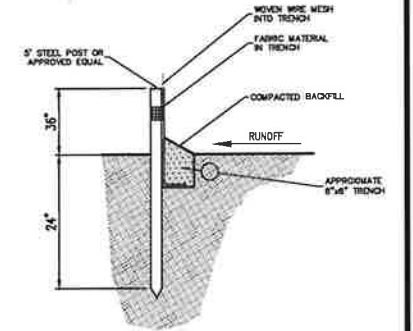
RIPRAP OUTLET PROTECTION
NOT TO SCALE



**2-SBA w/FS
DOUBLE SILT FENCE DETAIL**
NOT TO SCALE



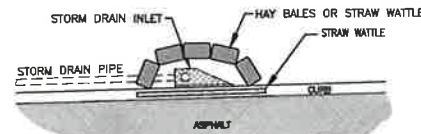
**SILT FENCE (TYPE A)
TYPICAL SILT FENCE INSTALLATION**



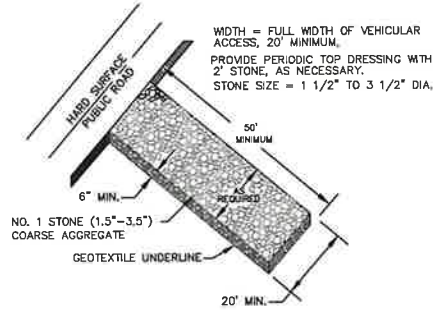
SECTION

NOTES:

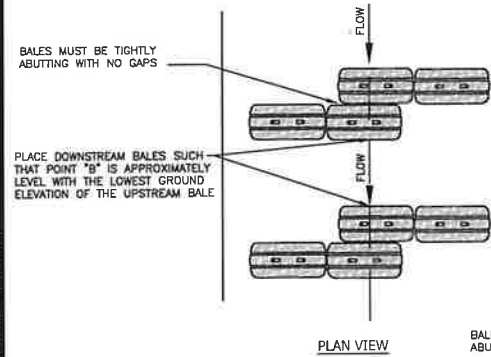
1. WOVEN WIRE FENCE SHALL BE MINIMUM 14 GAUGE, 6"x6" (ALDOT ALLOWS UP TO A 12" HORIZONTAL SPACING)
2. THE WOVEN WIRE FENCING SHALL BE FASTENED TO THE UPSTREAM SIDE OF POSTS BY STAPLES OR WIRE TIES.
3. GEOTEXTILE FABRIC SHALL BE SECURELY FASTENED TO THE WOVEN WIRE FENCING.
4. MACHINE TRENCHED GEOTEXTILE SHALL BE TRENCHED AT LEAST 8" DEEP.



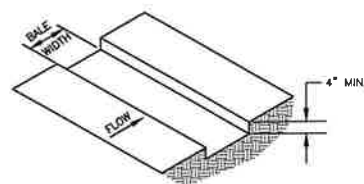
TYPICAL INLET EROSION CONTROL
NTS



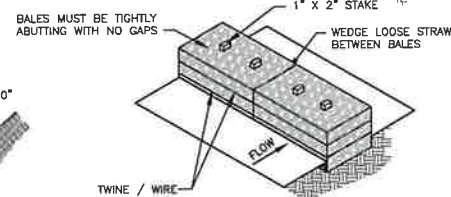
STONE PAD CONSTRUCTION EXIT



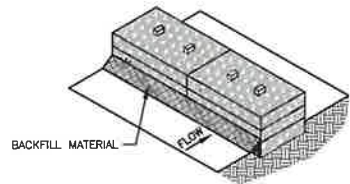
PLAN VIEW



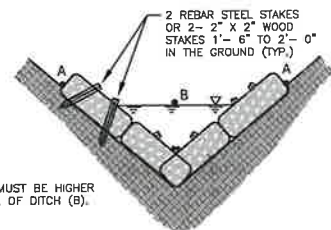
1. EXCAVATE THE TRENCH,



2. PLACE AND STAKE STRAW BALES,



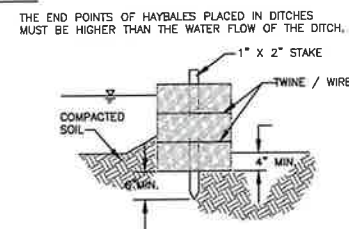
3. BACKFILL AND COMPACT EXCAVATED SOIL.



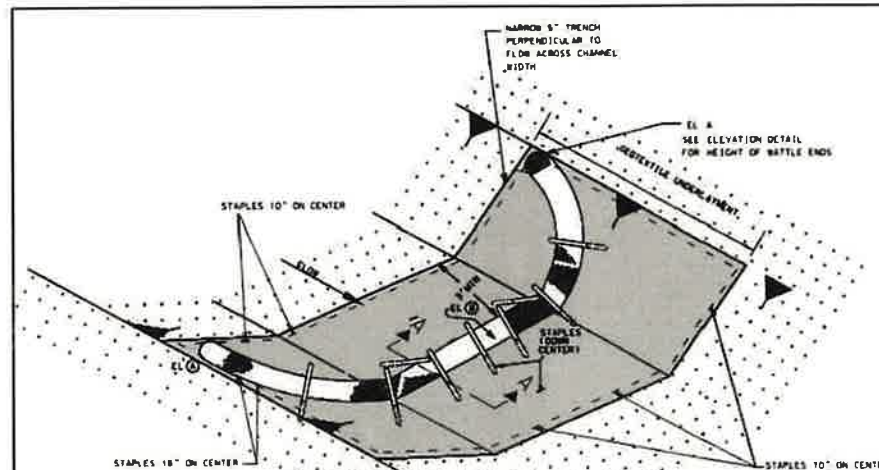
SECTION

NOTE:

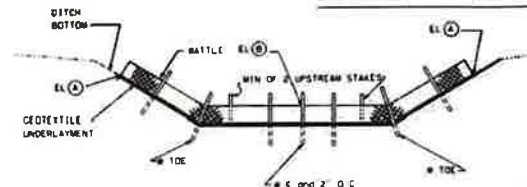
END POINTS "A" MUST BE HIGHER THAN FLOW LEVEL OF DITCH (B).



TYPICAL STRAW BALE INSTALLATION



DETAIL (DITCH CHECK)



ELEVATION DETAIL

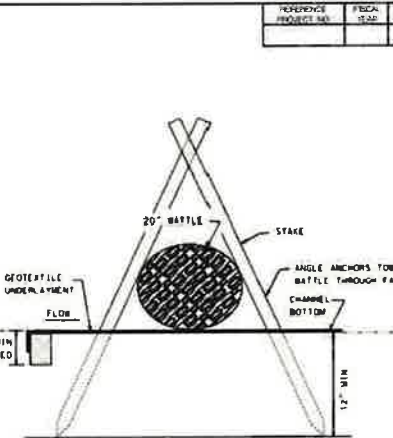
NOTE: END POINTS (A) MUST BE HIGHER THAN FLOW LINE POINT (B).

WATTLE DITCH CHECK SELECTION GUIDELINES

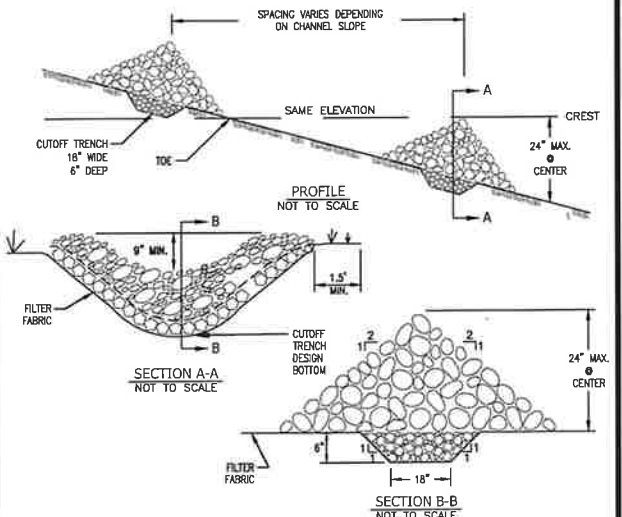
WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS NOT EXCEEDING 1.0 CU FT/SEC.

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100 FEET UNLESS SHOWN OTHERWISE ON THE PLANS OR APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ESC-300-1.
2. ANCHORING STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF TWO FEET.
3. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
4. STAPLES SPACED 18 INCHES APART, ALONG THE CHANNEL EDGES AND DOWN THE CENTER OF THE CHANNEL. STAPLES SPACED 10 INCHES APART, ACROSS THE UPSTREAM AND DOWNSTREAM EDGES.



SECTION A-A



CHECK DAM DETAILS
NTS

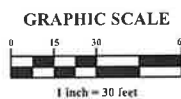
GENERAL NOTES

1. TYPE "A" SILT FENCE SHALL BE USED IN AREAS OF CONCENTRATED FLOW.
2. SILT FENCES ARE TEMPORARY EROSION CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE PROPERTY BOUNDARY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST BECOMES FULL. SILT FENCES SHALL BE IN PLACE PRIOR TO ANY CONSTRUCTION OPERATION.
4. WHEREVER POSSIBLE, SILT FENCES SHALL BE CONSTRUCTED ACROSS A FLAT AREA IN THE SHAPE OF A HORSESHOE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. AFTER THE CONSTRUCTION AREA IS STABILIZED AND EROSION ACTIVITY CURTAILED, SILT FENCES SHALL BE REMOVED.
6. RING FASTENERS USED TO SECURE GEOTEXTILES TO WOVEN WIRE SHALL BE 13 GA. (AMERICAN).
7. IF WOOD POSTS ARE USED, STAPLES FOR SECURING WOVEN WIRE TO POSTS SHALL BE NINE (9) GAUGE, GALVANIZED, 1 1/2" LONG, FIVE (5) PER POST @ APPROXIMATELY 1'-0" ON CENTER.
8. WOVEN WIRE TO BE 12 1/2 GAUGE (MINIMUM).

SPECIFICATIONS

CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

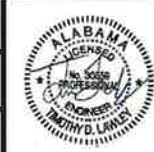
NUMBER:	REVISION:	DATE:



EROSION CONTROL DETAILS

ANGLEBROOK TOWNHOMES

DR HORTON



SCALE: 1"=30'
DATE: JUNE, 2024
DRAWN BY: JLC
CHECKED BY: TL
SHEET: 18 OF 20

ITEM #	DESCRIPTION	UNIT	QTY
201-A	CLEARING & GRUBBING	ACRE	3
206-D	CURB REMOVAL	LF	70
210-A1	UNCLASSIFIED EXCAVATION	CY	2,985
210-D	BORROW EXCAVATION, SELECT FILL A-2-4 MATERIAL	CY(TBM)	9,300
230-A	ROADBED PROCESSING	STA	10
301-A	CRUSHED AGGREGATE BASE COURSE, ALDOT SECTION #25, 8" COMP. THICKNESS	SY	2,392
401-A	BITUMINOUS TREATMENT "A" PRIME	SY	2,392
424-A	1.7" SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAX AGG SIZE MIX ESAL RANGE B, 165 LB/SY	TONS	240
533-A	18" CL 3 R C. STORM SEWER PIPE, RGJ	LF	430
600-A	MOBILIZATION	LS	1
610-A	RIP-RAP, CLASS II, 18" THICK	SY	15
610-D	FILTER BLANKET	SY	15
614-A1	3:1 SLOPE PAVED HEADWALL	EA	1
616-A	CONCRETE SIDEWALK, 4' WIDE (4" THICK)	SY	740
621-C3	INLETS, TYPE "S", 1-WING	EA	2
621-C4	INLETS, TYPE "S", 2-WING	EA	1
621-C5	INLETS, TYPE "X"	EA	1
621-C6	CONVERT J-BOX TO TYPE "S" 1-WING	EA	2
621-C7	CONNECT TO EXISTING INLET	EA	1
623-B1	CONCRETE GUTTER ROLL TYPE "R-3", 30"	LF	2,044
623-B3	CONCRETE GUTTER TYPE RAVEL	LF	70
624-A	CONCRETE HANDICAPPED RAMP	EA	4
641-A1	8" WATER MAIN, C900, S.D.R. 21 PVC	LF	810
641-3	D.I. 6" WATER MAIN	LF	40
641-C	DUCTILE IRON FITTINGS (WATER)	LBS	400
641-D	FIRE HYDRANT ASSEMBLY	EA	3
641-J1	8" GATE VALVE AND BOX	EA	2
641-L	CONCRETE FOR WATER MAINS (THRUST BLOCK)	CY	5
641-P	SERVICE TAP	EA	48
641-Q	WATER METER	EA	48
645-A2	3" FORCEMAIN, SDR-21	LF	867
645-A3	3" GATE VALVE AND BOX	EA	1
645-C	DUCTILE IRON FITTINGS (SEWER)	LBS	200
645-E	SEWER SERVICES	LF	48
645-Q	FORCE MAIN FLUSHING STATIONS	EA	2
650-A	TOPSOIL FROM STOCKPILE	CY	1,000
652-A	SEEDING	ACRE	3.0
654-A	SOLID SODDING	SY	1,000
654-B	MULCHING	ACRE	3.0
665-J	SILT FENCE, TYPE A	LF	360
665-P	INLET PROTECTION	EA	6
665-Q	WATTLES	EA	3
707-B	BARRICADE	EA	1
740-B	SIGNAGE AND STRIPING	LS	1
999-I	CONCRETE FOR SEWER (THRUST BLOCK)	CY	2
999-I1	LIMESTONE CONSTRUCTION EXT PAD (50x20')	LS	1
999-J	CONNECTION TO EXISTING WATER MAIN	EA	1
999-K	CONNECTION TO EXISTING SSFM	EA	1
999-L1	PIPE VIDEO	LF	430

NUMBER:	REVISION:	DATE:	 ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT 30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone (251) 544-7900	SUMMARY OF QUANTITIES ANGLEBROOK TOWNHOMES DR HORTON		DATE: JUNE, 2024
						DRAWN BY: JLC
						CHECKED BY: TL
						SHEET: 19 OF 20