



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, December 10, 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

November 26 and December 3, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Barja Wilson for a waiver of the Noise Ordinance at 520 Glidden Place on

December 13, 2024, from 6:00 p.m. - 10:00 p.m. (District 2).

Request of Janelle Finley Adams for a waiver of the Noise Ordinance at 355 Government Street on January 11, 2025, from 8:00 p.m. - 12:00 a.m. (District 2).

Request of James Alexander for a waiver of the Noise Ordinance at 607 and 653 Government Street on March 1, 2025, from 7:00 p.m. - 2:00 a.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to consider rezoning property located at 2660 Old Shell Road from R-1 and B-2 to B-2 (District 1).

Public hearing to consider rezoning property located at 674 Western Drive from B-1 to B-3 (District 1).

Public hearing to declare the structure at 303 S. Dearborn Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 805 Dr. Thomas Avenue S. a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 966 Kentucky Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1250 O'Donnell Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 855 S. Washington Avenue a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 2514 Greenlawn Drive a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 916 Shady Brook Drive a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 6517 Creekwood Court a public nuisance and order it demolished (District 6).

Public hearing to declare the structure at 2758 Knollwood Drive a public nuisance and order it demolished (District 6).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Reggie Hill - Finance Committee meeting, MPD, public safety, and formal responses from the City.

Apostle Valenia Green - recent allegations toward homeless and systemic racism with disabled & homeless citizens.

Rev. Roy Bourn - abuse and neglect with the homeless community.

Morgan Crawford - propose a partnership between the City and The Moxie League.

Reverend David Edwards - invite the Council to the Dr. Martin Luther King, Jr. birthday celebration.

12. CIP RESOLUTIONS HELD OVER

01-1175 Authorize agreement with WAS Design, Inc. for Crawford-Murphy Park splashpad, parking lot, and lighting; \$76,725.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM).

01-1176 Authorize agreement with Jpayne Organization, LLC for Springhill Recreation Center stage and classroom improvements ; \$256,200.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM).

13. CONSENT RESOLUTIONS HELD OVER

60-1151 Determine an appropriation to Africatown Community Development Corporation serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting).

14. RESOLUTIONS HELD OVER

09-1182 Transfer funds from the Unassigned Fund Balance in the General Fund to CIP Fund for Civic Center demo and construction; \$1,344,375.50 (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

15. ORDINANCES BEING INTRODUCED

28-062 Ordinance to Amend Chapter 28 - Housing, Article V. - Residential Code, Sec. 28-52 of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-063 Consider rezoning property located at 2660 Old Shell Road from R-1 and B-2 to B-2 (sponsored by Councilmember Penn).

64-064 Consider rezoning property located at 674 Western Drive from B-1 to B-3 (sponsored by Councilmember Penn).

88-065 Authorize the conveyance of City-owned land located on Shelton Beach Rd. Extension which is not now needed for public or municipal purposes (Councilmember Penn and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney, and Carleen Stout-Clark, REAM).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-1183 Appoint Rebecca Williams to the Mobile Library Board (sponsored by Councilmember Small) (submitted by Lisa C. Lambert, City Clerk).

31-1184 Authorize the Mayor to apply, accept, and receive grant funding from Climate Smart Communities Initiative; \$150,000.00 (No local match) (sponsored by Mayor Stimpson) (submitted by Lance Slater, Office of Resilience).

31-1185 Authorize the Mayor to apply, accept and receive a grant from the U.S. Department of Transportation for the FY25 RAISE grant for Phase 3 of Broad St. Project; \$25,000,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Management).

31-1186 Authorize the Mayor to apply, accept, and receive a grant from the University of South Alabama, Gulf Coast Environmental Equity Center; \$150,000 (no local match) (sponsored by Mayor Stimpson) (submitted by Lance Slater, Office of Resilience).

37-1187 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Firehouse Wine Bar; 216 St. Francis Street (sponsored by Councilmember Carroll).

40-1188 Declare the structure at 303 S. Dearborn Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1189 Declare the structure at 805 Dr. Thomas Avenue S. a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1190 Declare the structure at 966 Kentucky Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-1191 Declare the structure at 1250 O'Donnell Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-1192 Declare the structure at 855 S. Washington Avenue a public nuisance and order it demolished (sponsored by Councilmember Small).

40-1193 Declare the structure at 2514 Greenlawn Drive a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-1194 Declare the structure at 916 Shady Brook Drive a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-1195 Declare the structure at 6517 Creekwood Court a public nuisance and order it demolished (sponsored by Councilmember Woods).

40-1196 Declare the structure at 2758 Knollwood Drive a public nuisance and order it demolished (sponsored by Councilmember Woods).

60-1197 Approve award of special bonus to the Public Works Employee of the Month; Geisenheimer (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

60-1198 Determine an appropriation to Africatown Community Development Corporation serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

60-1199 Determine an appropriation to Alabama Pecan Festival, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1200 Determine an appropriation to Brothers Working Together, d/b/a The Port City Classic, serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1201 Determine an appropriation to Brothers Working Together, d/b/a The Port City Classic, serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1202 Determine an appropriation to Brothers Working Together, d/b/a The Port City Classic, serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1203 Determine an appropriation to Green Coat Boyz Entertainment, LLC, d/b/a The Gulf Coast Challenge, serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1204 Determine an appropriation to Green Coat Boyz Entertainment, LLC, d/b/a The Gulf Coast Challenge, serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1205 Determine an appropriation to Green Coat Boyz Entertainment, LLC, d/b/a The Gulf Coast Challenge, serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1206 Determine an appropriation to Green Coat Boyz Entertainment, LLC, d/b/a The Gulf Coast Challenge, serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1207 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1208 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1209 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1210 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-1211 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-1212 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1213 Determine an appropriation to People United to Advance the Dream Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember

Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-1214 Determine an appropriation to Revitalize DIP serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1215 Determine an appropriation to Southwest Mobile County Chamber Foundation serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-1216 Determine an appropriation to United Way of Southwest Alabama serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-1217 Intergovernmental Agreement with Alabama Department of Environmental Management for environmental enforcement and management (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-1218 Appoint Peters Drey to the Mobile Historic Development Commission (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-1219 Appoint Ivy Thompson to the Mobile Historic Development Commission (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-1220 Approve purchase order to Emergency Equipment Professional, Inc. for annual maintenance for fire apparatuses for MFRD; \$17,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1221 Approve purchase order to GT Distributors of Georgia, Inc. for Glock pistols for MPD; \$31,162.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1222 Approve purchase order to Gwins Stationery & Engraving, Inc. for printing and mailing of annual business license renewals; \$22,837.30 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1223 Approve purchase order to Hardy Chevrolet Buick GMC for Chevrolet Tahoe SUVs for MPD; \$3,676,572.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1224 Approve purchase order to Hughes Companies, Inc. for limestone for Hurtel Street parking lot; \$176,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1225 Approve purchase order to Magnuson Group, Inc. for waste cans for Convention Center; \$22,165.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1226 Approve purchase order to Toomey's Mardi Gras Candy Co., Inc. for moon pies and beads for Mardi Gras; \$19,044.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1227 Re-allocate Capital Project Funding to projects in the 2025 Capital Plan (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept.).

09-1228 Transfer funds from Grant Match Holding Account to Capital Project CIP Parks-Taylor Park; \$500,000.00 (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept. & Donna Bryars, Accounting Dept.).

09-1229 Amend the General Fund by increasing interest earned on Idle Funds & Investments, increasing transfers out, and increase transfers in from the General Fund to the Capital Fund (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

13-1230 Authorize Change Order No. 2 with Sabre Demolition Corporation for Civic Center new construction and demo, \$1,344,375.50 increase (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Infrastructure and Engineering, & Carleen Stout-Clark, REAM).

21-1231 Authorize Addendum 1 to contract with Axon/Fusus; \$1,625,332.80 (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

21-1232 Authorize contract with Butler Complete Services, LLC for landscaping services at various City; NTE \$142,540.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM, and Chad Holm, Building Services Dept.).

21-1233 Authorize contract with McCrory & Williams, Inc. for 2024 TAP Downtown Sidewalk Improvements; \$113,805.00; (sponsored by Councilman Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering & Infrastructure Dept.).

21-1234 Authorize contract with Davis South Barnette & Patrick, LLC for public relations professional services to promote recycling; NTE \$19,850.00 (sponsored

Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

18. CALL FOR PUBLIC HEARINGS

41-1235 Call for public hearing to consider the modification of a previously approved Planned Unit Development for property located at 6301 Grelot Road (scheduled for January 14, 2025) (District 6).

19. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Barja Wilson

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.709.0412 Cell Number: 251.709.0412

Organization (if applicable) Mobile Association of Real Estate Brokers

Mailing Address of Applicant 1218 Elmira Street

Telephone No. 251.709.0412 E-mail address barja.alma@gmail.com

Location or address of event where amplification will be used:

520 Glidden Place

Date of Event: December 13, 2024 Starting Time: 6:00 pm Ending Time 10:00 pm

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

Type of Event: This is a community Christmas event and homes and businesses tour.

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
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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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Name of Applicant: Janelle Finley Adams

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-648-7015

Organization (if applicable) Greater Mobile Chapter of the Links, Inc.

Mailing Address of Applicant 2202 Dauphin Street Mobile, AL 36606

Telephone No. _____ E-mail address janellefinley1987@gmail.com

Location or address of event where amplification will be used:

Mobile Carnival Museum

Date of Event: 1/11/2025 Starting Time: 8:00 p.m. Ending Time 12:00 a.m.

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

Type of Event: Cocktail party fundraiser

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

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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

Name of Applicant: James M. Alexander

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251.401.1561

Organization (if applicable) Mystics of Time

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

Telephone No. 251.401.1561 E-mail address jamesmalexander3@gmail.com

Location or address of event where amplification will be used:

607 & 653 Government Street, Mobile AL 36602

Date of Event: 3/1/2025 Starting Time: 7:00 PM Ending Time 2:00 AM

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

Type of Event: Block Party

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE

MOBILE, AL

FR, NOV 15, PM12:29 RGV

DA

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 2660 Old Shell Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 5, 2024**, a public hearing will be held on the **10th** day of **December**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 2660 Old Shell Road from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban 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.

Sponsored by: Councilmember Cory Penn

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

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

LOT 1, WINSTON HEIGHTS SUBDIVISION, AS RECORDED IN MAP BOOK 136 PAGE 91, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

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

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of December, 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 13th day of November, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2660 Old Shell Road.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Urban District and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-2 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-2 districts until the following conditions have been complied with: 1. 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.

Sponsored by: Councilmember Cory Penn

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

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

LOT 1, WINSTON HEIGHTS SUBDIVISION, AS RECORDED IN MAP BOOK 136 PAGE 91, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **R-1, Single-Family Residential Urban District** and **B-2, Neighborhood Business Urban District**, to **B-2, Neighborhood Business Urban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business Urban District** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business Urban District** until all of the conditions set forth below have been complied with: **1. 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

**Rasp, LLC
2660 Old Shell Road
Council District 1
Cory Penn**



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2660 Old Shell Road
ZON-UDC-03085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Urban 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) Will not adversely impact neighboring properties; and
 - (4) Will not 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,
- 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.

ZON-UDC-003085-2024 2660 Old Shell Road
October 21, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property to B-2, Neighborhood Business Urban District, subject to the following conditions:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$272.08**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

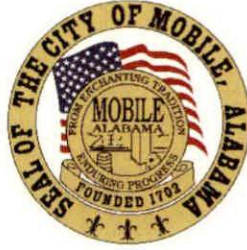
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning



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

October 30, 2024

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on October 17, 2024 considered the request of **Rasp, LLC** for a change in zoning from **R-1, Single-Family Residential Urban District and B-2, Neighborhood Business Urban District**, to **B-2, Neighborhood Business Urban District**, for the property located at **2660 Old Shell 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



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2660 Old Shell Road
ZON-UDC-03085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Urban 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) Will not adversely impact neighboring properties; and
 - (4) Will not 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,
- 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.

ZON-UDC-003085-2024 2660 Old Shell Road
October 21, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property to B-2, Neighborhood Business Urban District, subject to the following conditions:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$272.08**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 2660 Old Shell Road
ZON-UDC-003085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 2660 Old Shell Road
ZON-UDC-003085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 9/25/2024

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

Neighborhood Meeting Date: 9/24/2024

Neighborhood Meeting Time: 4:15 PM

Neighborhood Meeting Location: Dumas Wesley Community Center

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

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

Applicant's Name: RASP LLC by BYRD SURVEYING
(First Name & Last Name)

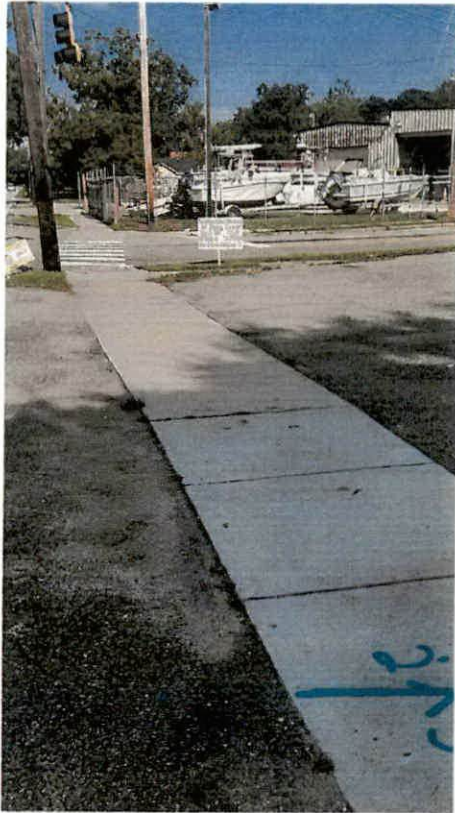
Applicant's signature attesting to the accuracy of the documentation provided:

X [Signature] Date: 9/25/2024

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



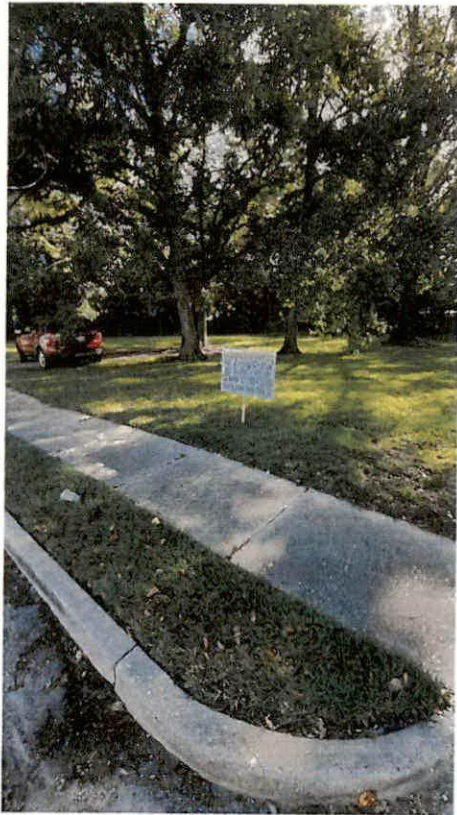
September 13, 2024



September 13, 2024



September 13, 2024



September 13, 2024

lyrd Surveying 609 Halls Mill Road Mobile, AL 36606	Rasp, LLC P. O. Box 1967 Mobile, AL 36633	Mary K. Cross, DVM 2658 Old Shell Road Mobile, AL 36607
SJL Investments 2, LLC 393 Noel Drive Atlanta, GA 30319	Caitlyn B. Bailey 10750 Wulff Road S. Semmes, AL 36575	Ross & Anicia Delfierro 1562 Stone Hedge Drive W. Mobile, AL 36695
avis J. Mallis 17 Hyland Avenue Mobile, AL 36607	Larry O Scott 6501 Canebroke Road Mobile, AL 36695	Carol Ann K. Templet c/o James D. Kahalley 690 Zeigler Circle W. Mobile, AL 36608
tinya Stallworth 50 Wildwood Avenue Mobile, AL 36609	Janet & Russell Wilson 125 Hyland Avenue Mobile, AL 36607	Robert R. Thompson 129 Hyland Avenue Mobile, AL 36607
William J. Glover 31 Hyland Avenue Mobile, AL 36607	Dumas Wesley Community Center 126 Mobile Street Mobile, AL 36607	Rachel & Katherine Whiteley 126 Hyland Avenue Mobile, AL 36607
Donald & Thea Wiley 95 Zillock Road Bernito, TX 78586	Church Hill, LLC 504 Highland Woods Dr. W. Mobile, AL 36608	John Kelly & Beth Kaska 118 Hyland Avenue Mobile, AL 36607
Ilie C. Gaines 6 Hyland Avenue Mobile, AL 36607	Zeinab Hamade 114 Hyland Avenue Mobile, AL 36607	Cordale Helton 112 Hyland Avenue Mobile, AL 36607
andon & Jessica Kirksey 00 Wales Dr., Apt. 102 Virginia Beach, VA 23452	SMBC Leasing & Finance, Inc. 277 Park Avenue New York, NY 10172	Tacon Place, LLC 27980 Canal Road Orange Beach, AL 36561
Artha E. Autrey O. Box 6122 Warfield, UT 84089	Gary Coleman 76 Mobile Street Mobile, AL 36607	Cushing FLP 2653B Old Shell Road Mobile, AL 36607
57 Old Shell Road, LLC 52 Dauphin St., Suite E Mobile, AL 36608	UMS-Wright Corporation 65 Mobile Street Mobile, AL 36607	Dumas-Wesley Community 2732 Mill Street Mobile, AL 36607

Edward & Deborah Melech
704 Old Shell Road
Mobile, AL 36607

Lara Mae Tyler
713 S. 33rd Street
Omaha, NE 68107

Aruth Morris
11 Rickarby Street
Mobile, AL 36606

Warrior Development, LLC
60 Kingsway
Mobile, AL 36608

Wilson Hale, Jr.
1104 Houston Street
Mobile, AL 36606

Bertha Johnson
c/o Lillie Cooksey
4458 Spire Street
Antioch, CA 94531

Eugene McCreary
104 Randolph Street
Mobile, AL 36607

Arthur & Mary Ann Abrams, Jr.
611 Rickarby Street
Mobile, AL 36606

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

September 4, 2024

Dear Neighbor,

The owner of 2660 Old Shell Road is proposing to build a neighborhood friendly restaurant on this site. The property is currently zoned R-1 & B-2 and the request is for B-2 zoning for the whole site. This rezoning request was previously approved by the Planning Commission but was not finalized at that time and the approval has expired.

There will be neighborhood meeting on September 24th at 4:15 p.m. at the Senior Center at Dumas-Wesley Community Center located at 126 Mobile Street where the proposed plans will be further explained.

Sincerely,

Gerald D. Byrd
GDB/kpg

①

Neighborhood Meeting

Date: 9/24/2024

Time: 4:15 PM

Location of Neighborhood Meeting: SENIOR CENTER
DUMAS WESLEY COMMUNITY CENTER

Project Location: _____

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

R-1 & B-2 TO B-2

Applicant's Signature Attesting to the Accuracy of This Sheet:

x [Signature] Date: 9/24/24

Please Sign In:

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Sign-in Sheet

Date: 7/24/2024
Applicant: RASP, LLC

Meeting Location: Sue Cn. Dennis Wesley Center
Application(s): _____

Name: Janet Wilson Email: jubilae.photoinfo@gmail.com
Address: 125 Highland Ave Phone: 251-626-0380

Name: Kegsha Brown Email: kegsha.brown@cityofmobile.org
Address: _____ Phone: 251-487-0968

Name: David Rapp Email: drapp@raspgroup.com
Address: 1312 Chondell Dr NW Phone: 251-204-5292
36602

Name: Kate Carver Email: kcarver@dumaswestly.org
Address: 126 Mobile St Phone: 251-479-0049

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

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

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

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

Neighborhood Meeting Summary

Meeting Date: 9/24/2024

Meeting Time: 4:15 PM

Meeting Location: DUMAS NOBLEY
COMMUNITY CENTER

Below is a summary of the proposed project presented at the Neighborhood Meeting:

REMOVING 2 CLASSIFICATIONS INTO A SINGLE ZONE
CLASSIFICATION TO CONSTRUCT RESTAURANT

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

PROPOSED SITE PLAN

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

MEETING BEGAN @ 4:20 PM WITH 5 PEOPLE IN ATTENDANCE
WHICH INCLUDED THE OWNER AND MYSELF. 2 NEIGHBORS WERE
IN ATTENDANCE. WE DISCUSSED THE PROPOSAL, THE MENU
AND HOURS OF OPERATION OF THE RESTAURANT. EVERYONE
WAS AGREEABLE WITH THE DEVELOPMENT OF A RESTAURANT

Neighborhood Meeting Summary

Date: 9/24/2024
Applicant: KLSP LLC

Meeting Location: Duane Street Community Center
Application: _____

(Meeting summary, continued)

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

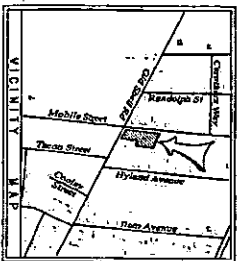
The Neighborhood Meeting ended at the following time: 5:15 PM

Applicant's signature attesting to the accuracy of this summary:

X [Signature] Date: 9/25/2024

Page 2 of 2

LET I, WASON HERBERT SIBBONSON, AS RECORDED IN MAP BOOK 136 PAGE 81, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.



REZONING FOR
WINSTON HEIGHTS
SUBDIVISION

SMITH CLARK & ASSOCIATES OF MOBILE, DBA
BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE: 1" = 20'
2485122

MOBILE, ALABAMA
BYRDBRDOSURVEYINGBIZ
SEPTEMBER 12, 2024

Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

September 4, 2024

Dear Neighbor,

The owner of 2660 Old Shell Road is proposing to build a neighborhood friendly restaurant on this site. The property is currently zoned R-1 & B-2 and the request is for B-2 zoning for the whole site. This rezoning request was previously approved by the Planning Commission but was not finalized at that time and the approval has expired.

There will be neighborhood meeting on September 24th at 4:15 p.m. at the Senior Center at Dumas-Wesley Community Center located at 126 Mobile Street where the proposed plans will be further explained.

Sincerely,

Gerald D. Byrd
GDB/kpg

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

Rasp, LLC
P. O. Box 1967
Mobile, AL 36633

Mary K. Cross, DVM
2658 Old Shell Road
Mobile, AL 36607

ASJL Investments 2, LLC
1393 Noel Drive
Atlanta, GA 30319

Caitlyn B. Bailey
10750 Wulff Road S.
Semmes, AL 36575

Ross & Anicia Delfierro
1562 Stone Hedge Drive W.
Mobile, AL 36695

Davis J. Mallis
117 Hyland Avenue
Mobile, AL 36607

Larry O Scott
6501 Canebrake Road
Mobile, AL 36695

Carol Ann K. Templet
c/o James D. Kahalley
690 Zeigler Circle W.
Mobile, AL 36608

Etinyia Stallworth
960 Wildwood Avenue
Mobile, AL 36609

Janet & Russell Wilson
125 Hyland Avenue
Mobile, AL 36607

Robert R. Thompson
129 Hyland Avenue
Mobile, AL 36607

William J. Glover
131 Hyland Avenue
Mobile, AL 36607

Dumas Wesley Community Center
126 Mobile Street
Mobile, AL 36607

Rachel & Katherine Whiteley
126 Hyland Avenue
Mobile, AL 36607

Donald & Thea Wiley
1195 Zillock Road
San Bernito, TX 78586

Church Hill, LLC
504 Highland Woods Dr. W.
Mobile, AL 36608

John Kelly & Beth Kaska
118 Hyland Avenue
Mobile, AL 36607

Sallie C. Gaines
116 Hyland Avenue
Mobile, AL 36607

Zeinab Hamade
114 Hyland Avenue
Mobile, AL 36607

Cordale Helton
112 Hyland Avenue
Mobile, AL 36607

Brandon & Jessica Kirksey
4100 Wales Dr., Apt. 102
Virginia Beach, VA 23452

SMBC Leasing & Finance, Inc.
277 Park Avenue
New York, NY 10172

Tacon Place, LLC
27980 Canal Road
Orange Beach, AL 36561

Martha E. Autrey
P. O. Box 6122
Clearfield, UT 84089

Gary Coleman
76 Mobile Street
Mobile, AL 36607

Cushing FLP
2653B Old Shell Road
Mobile, AL 36607

2657 Old Shell Road, LLC
3662 Dauphin St., Suite E
Mobile, AL 36608

UMS-Wright Corporation
65 Mobile Street
Mobile, AL 36607

Dumas-Wesley Community
2732 Mill Street
Mobile, AL 36607

Howard & Deborah Melech
2704 Old Shell Road
Mobile, AL 36607

Warrior Development, LLC
60 Kingsway
Mobile, AL 36608

Eugene McCreary
104 Randolph Street
Mobile, AL 36607

Clara Mae Tyler
4713 S. 33rd Street
Omaha, NE 68107

Wilson Hale, Jr.
1104 Houston Street
Mobile, AL 36606

Arthur & Mary Ann Abrams, Jr.
611 Rickarby Street
Mobile, AL 36606

Laruth Morris
611 Rickarby Street
Mobile, AL 36606

Bertha Johnson
c/o Lillie Cooksey
4458 Spire Street
Antioch, CA 94531

Byrd Surveying 2609 Halls Mill Road Mobile, AL 36606	Rasp, LLC P. O. Box 1967 Mobile, AL 36633	Mary K. Cross, DVM 2658 Old Shell Road Mobile, AL 36607
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Donald & Thea Wiley 1195 Zillock Road San Bernito, TX 78586	Church Hill, LLC 504 Highland Woods Dr. W. Mobile, AL 36608	John Kelly & Beth Kaska 118 Hyland Avenue Mobile, AL 36607
Sallie C. Gaines 116 Hyland Avenue Mobile, AL 36607	Zeinab Hamade 114 Hyland Avenue Mobile, AL 36607	Cordale Helton 112 Hyland Avenue Mobile, AL 36607
Brandon & Jessica Kirksey 4100 Wales Dr., Apt. 102 Virginia Beach, VA 23452	SMBC Leasing & Finance, Inc. 277 Park Avenue New York, NY 10172	Tacon Place, LLC 27980 Canal Road Orange Beach, AL 36561
Martha E. Autrey P. O. Box 6122 Clearfield, UT 84089	Gary Coleman 76 Mobile Street Mobile, AL 36607	Cushing FLP 2653B Old Shell Road Mobile, AL 36607
2657 Old Shell Road, LLC 3662 Dauphin St., Suite E Mobile, AL 36608	UMS-Wright Corporation 65 Mobile Street Mobile, AL 36607	Dumas-Wesley Community 2732 Mill Street Mobile, AL 36607

Howard & Deborah Melech
2704 Old Shell Road
Mobile, AL 36607

Warrior Development, LLC
60 Kingsway
Mobile, AL 36608

Eugene McCreary
104 Randolph Street
Mobile, AL 36607

Clara Mae Tyler
4713 S. 33rd Street
Omaha, NE 68107

Wilson Hale, Jr.
1104 Houston Street
Mobile, AL 36606

Arthur & Mary Ann Abrams, Jr.
611 Rickarby Street
Mobile, AL 36606

Laruth Morris
611 Rickarby Street
Mobile, AL 36606

Bertha Johnson
c/o Lillie Cooksey
4458 Spire Street
Antioch, CA 94531



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, DAVID RASP, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of RASP, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 2660 OLD SHELL ROAD.

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

RYRD SURVEYING

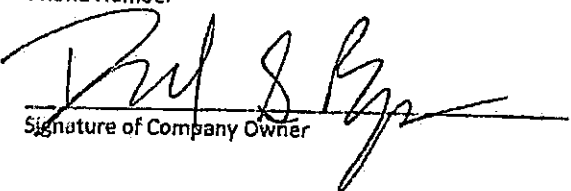
Designee (1)

ryrd@surveying.biz

Email

251-476-5010

Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

9/12/24
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | Facebook: [BuildMobile.org](https://www.facebook.com/BuildMobile.org) | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022



City of Mobile • Planning & Zoning Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits
Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments
Checklist B

☐ Planned Development
Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development
Checklist D

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

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

	Applicant	Agent (if Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org Phone: 251-203-6895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm, Wednesday: 8 am - 1 pm

Revised February 2023

	Owner	Design Professional
Name:	DAVID RASP	GERALD D. BYRD
Firm:	RASP, LLC	BYRD SURVEYING
Phone:	251-209-5292	251-476-5010
Email:	drasp@raspgroup.com	byrd@byrdsurveying.biz
Address:	P. O. BOX 1967, MOBILE, 36633	2609 HALLS MILL ROAD, MOBILE 36606

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

2660 OLD SHELL ROAD

38834 SF

Property Address

KEY #00770685

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

R-1 & B-2 URBAN

B-2 URBAN

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

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

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: 251-209-1414, 1-800-451-2095
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|---|---|
| ☐ Planning Commission Application

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

THE SOUTH PORTION OF THIS PROPERTY HAS BEEN ZONED B-2 FOR MANY YEARS AND WAS DEVELOPED WITH A RESTAURANT / GRILL.

TRADITIONAL MIXED USE CORRIDOR & TRADITIONAL CENTER
Future Land Use Map (FLUM) Designation

B-2 URBAN
Requested Zoning

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

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

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

B-2 ZONING FOR THIS PROPERTY WAS APPROVED BY THE PLANNING COMMISSION IN 2017 BUT WAS NEVER ADVERTISED AND APPROVED BY THE CITY COUNCIL.

Build Mobile, 5000 Hwy 1827, Mobile, Alabama 36639
 For more information: 256-233-2222 (Mobile) | 1-800-866-5155 (toll-free)
 Visit our help windows Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am - 5 pm; Wednesday: 8 am - 1 pm

Revised February 2023

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

1. Describe the current development trends in the area of the property.
THERE HAS NOT BEEN ANY DEVELOPMENT IN THIS AREA IN RECENT YEARS.

2. Describe the surrounding land uses.

TO THE NORTH IS DUMAS-WESLEY CENTER. TO THE WEST IS THE DUMAS-WESLEY CENTER, AN UNOCCUPIED DWELLING, AND A FIBERGLASS BOAT REPAIR. TO THE SOUTHWEST IS UMS-WRIGHT SCHOOL. TO THE SOUTH WAS A RADIATOR REPAIR BUSINESS. ADJOINING ON THE EAST IS AN ANIMAL HOSPITAL.

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

SINCE THIS WAS PREVIOUSLY DEVELOPED AS A RESTAURANT / GRILL, THERE SHOULD NOT BE ANY ADVERSE AFFECTS ON ADJACENT PROPERTIES.

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

ADEQUATE INFRASTRUCTURE IS IN PLACE.

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

OUR PROPOSAL WILL PROVIDE A NEW RESTAURANT FOR THE NEIGHBORS AND COMMUNITY THAT WILL OFFER DIFFERENT MENU CHOICES THAN THE RESTAURANTS THREE BLOCKS EAST AT FLORIDA STREET.

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

Build Mobile, PO Box 1027, Mobile, Alabama 36633

For more information, visit the City of Mobile website at www.buildmobile.org or call 251-208-5895

Visit our Help Window at Mobile Government Plaza, 205 Government Street, Fifth Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am - 5 pm; Wednesday: 8 am - 2 pm

Revised February 2023



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2660 Old Shell Road
ZON-UDC-03085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Urban 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) Will not adversely impact neighboring properties; and
 - (4) Will not 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,
- 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.

ZON-UDC-003085-2024 2660 Old Shell Road
October 21, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property to B-2, Neighborhood Business Urban District, subject to the following conditions:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$272.08**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



Agenda Item # 9
SUB-003086-2024 & ZON-UDC-003085-2024

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:
2660 Old Shell Road

Subdivision Name:
Revised Winston Heights Subdivision

Applicant / Agent:
Rasp, LLC

Property Owners:
Rasp, LLC

Current Zoning:
R-1, Single-Family Residential Urban District &
B-2, Neighborhood Business Urban District

Proposed Zoning:
B-2, Neighborhood Business Urban District

Future Land Use:
Traditional Center and Traditional Mixed-Use Corridor

- Applicable Codes, Policies, and Plans:**
- Unified Development Code
 - Subdivision Regulations
 - Map for Mobile Comprehensive Plan
- Proposal:**
- Subdivision approval to create one (1) legal lot of record.
 - Rezoning from R-1 & B-2 to B-2.
 - 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 eight (8) conditions; and
 2. Rezoning with one (1) condition.

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Site History	3
Staff Comments	3
Commission Considerations	6
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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units to the west and residential units to the east.

APPLICATION NUMBER	9	DATE	October 17, 2024
APPLICANT	Revised Winston Heights Subdivision		
REQUEST	Subdivision, Rezoning from R-1 and B-2 to B-2		

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SITE HISTORY

The subject site was assigned R-1 and B-2 zoning classifications with the adoption of the 1967 Zoning Ordinance.

In March 2017, the Commission approved Winston Heights Subdivision for the site, a one-lot subdivision, and an accompanying Rezoning request from R-1 and B-2 to B-2 to eliminate split zoning within the subdivision. The subdivision approval was not conditioned upon the completion of the rezoning process prior to signing the Final Plat, and the subdivision was recorded. The Rezoning was never completed.

The site has never had any cases before the Board of Zoning Adjustment

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. Provide reference, on the map and the description, to a monumented corner.
- C. Provide and label the monument set or found at each subdivision corner.
- D. Add a graphic scale.
- E. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- F. Provide the Surveyor's Certificate.
- G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 –14,500 sf.
- H. Add a note that 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.
- I. Add a note that 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.
- J. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- K. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- L. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- M. 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. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from an existing legal lot of record. The site is served by public water and sanitary sewer.

As previously mentioned, the site was made a legal lot of record via Winston Heights Subdivision in 2017, under the previous Subdivision Regulations. As the Subdivision Regulations adopted in March 2023 are closely tied to the Unified Development Code (UDC) and offer more flexibility in front yard setback, the applicant desires to amend the previously recorded plat to provide more usable site area.

The site has frontage along Old Shell Road and Mobile Street. Old Shell Road is a component of the Major Street Plan with a compliant 50-foot right-of-way; therefore, no dedication would be required along Old Shell Road. Mobile Street no longer is a component of the Major Street Plan, having been removed in the May 2017 map amendment. Thus the 50-foot right-of-way is sufficient. A 25-foot corner radius at the intersection of Old Shell Road and Mobile Street was dedicated with the recording of that subdivision. The right-of-way widths of Old Shell Road and Mobile Street should be retained on the Final Plat, if approved.

Winston Heights Subdivision was recorded with the then-required 25-foot minimum building setback line along Old Shell Road, and a 20-foot minimum building setback line along Mobile Street. However, as the Unified Development Code (UDC) now requires only a 10-foot minimum building setback line along street frontages in a B-2, Neighborhood Business Urban District, the revised plat depicts this change. This should be retained on the Final Plat, if approved.

The proposed lot meets the minimum size requirements of the Subdivision Regulations, and the lot size label in both square feet and acres should be retained on the final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

If approved, the subdivision would result in the lot being split-zoned, R-1 and B-2. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in the lot being split-zoned R-1 and B-2. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is that the South portion of the site has been zoned B-2 for many years and was developed as a restaurant/grill. In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

The site is bordered along Old Shell Road by other B-2 properties in commercial use; to the North by a B-1, Buffer Business Urban District property used as a community center; to the West across Mobile Street by B-2 properties in commercial and two-family residential use, and R-3 properties as multi-family residential use; and to the East by R-1 properties in single-family residential use to the North of the B-2 properties along Old Shell Road.

The site plan submitted indicates compliance with the vehicular parking, landscaping, residential protection buffer and dumpster requirements of the Unified Development Code (UDC). The site plan should be revised for the permitting review process to provide two (2) bicycle parking spaces as required by the UDC, and to provide tree planting calculations as per the UDC.

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, the following conditions could apply:

1. Retention of the right-of-way widths of Old Shell Road and Mobile Street on the Final Plat;
2. Retention of the 10-foot minimum building setback line along both street frontages;
3. Retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
4. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. 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 Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

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

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

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (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 condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE October 17, 2024

APPLICANT Revised Winston Heights Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2



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FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE October 17, 2024

APPLICANT Revised Winston Heights Subdivision

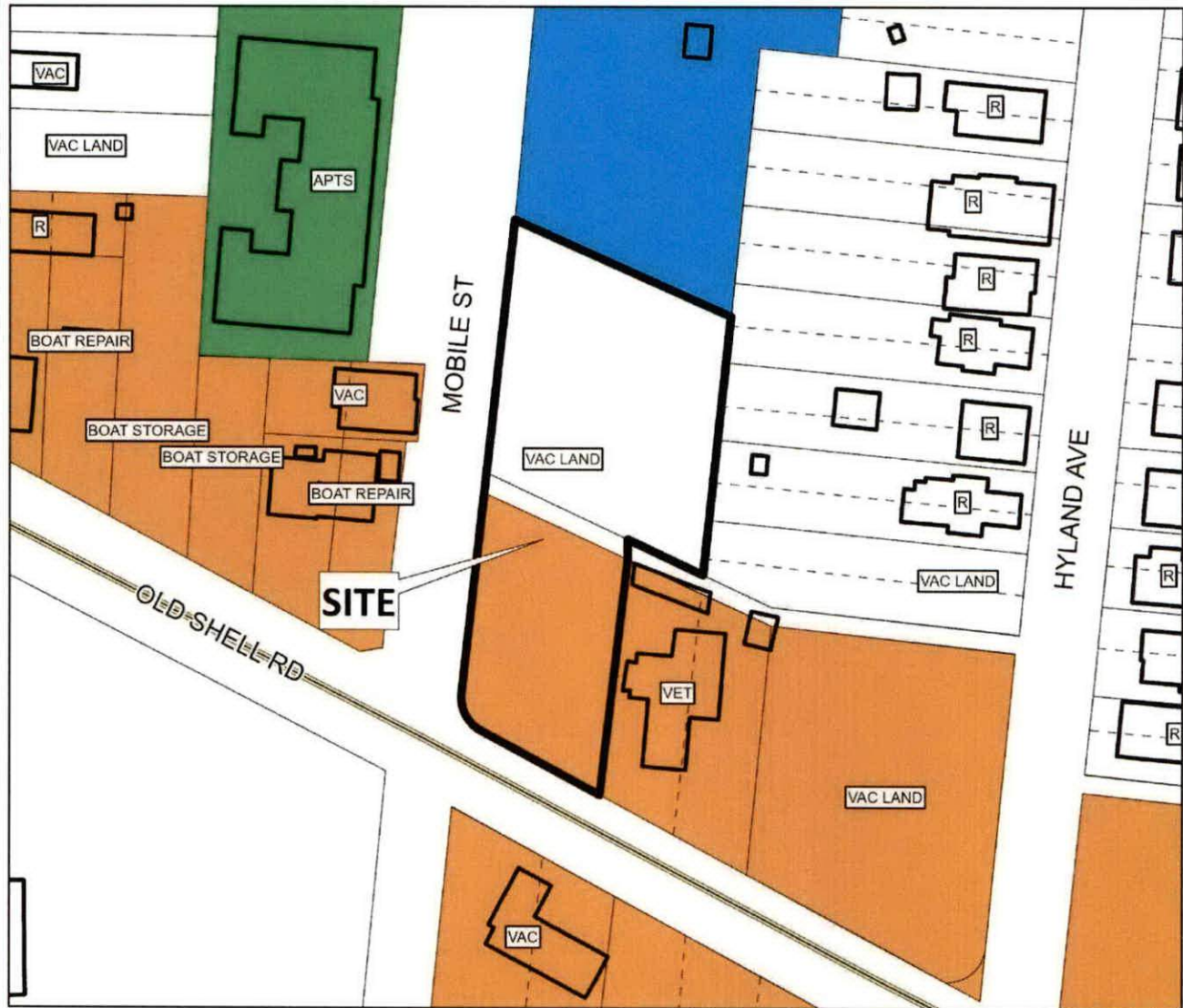
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the west and residential units to the east.

APPLICATION NUMBER 9 DATE October 17, 2024

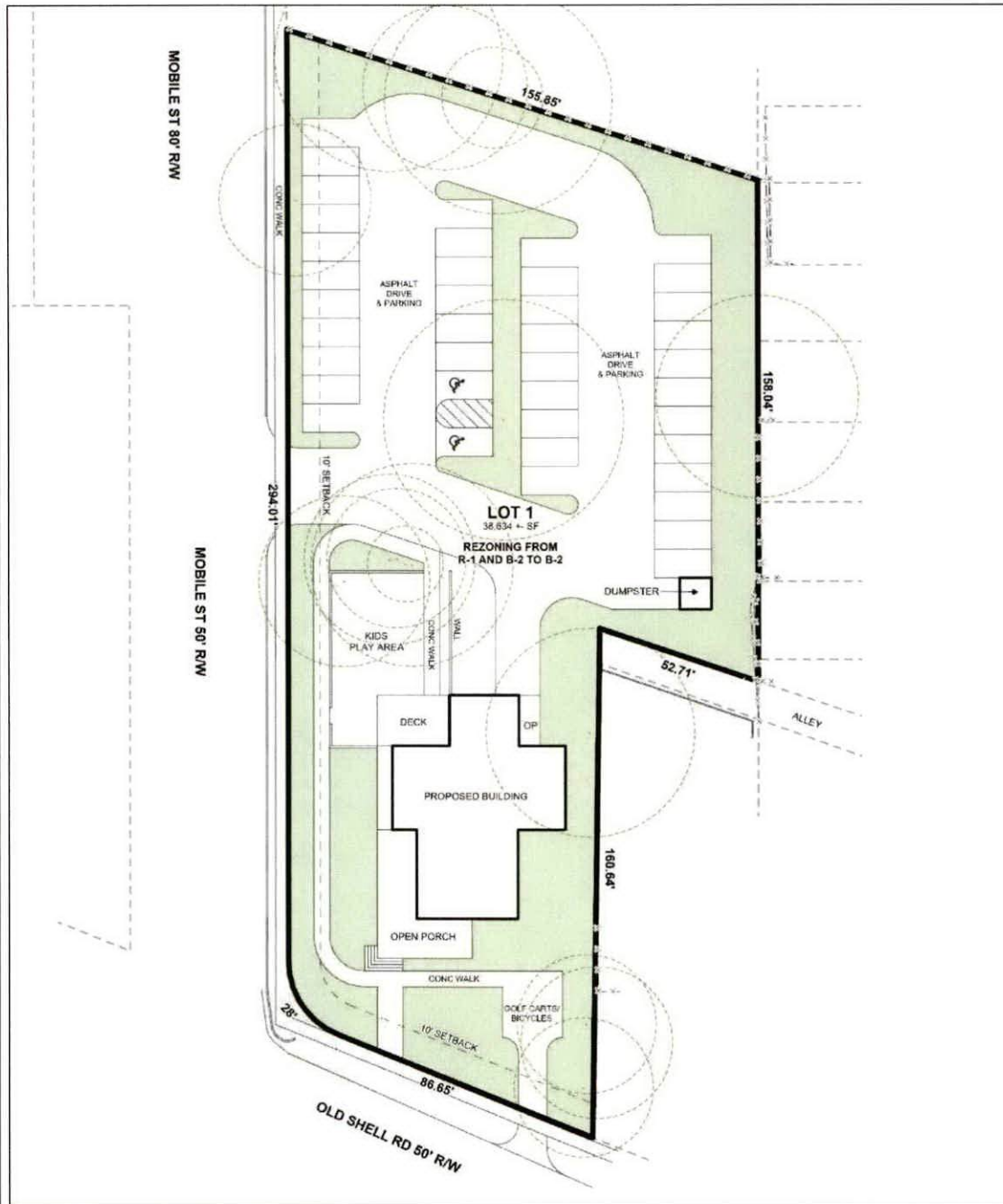
APPLICANT Revised Winston Heights Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

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



SITE PLAN



The site plan illustrates the proposed building, parking, drives, and setbacks.

APPLICATION NUMBER	9	DATE	October 17, 2024
APPLICANT	Revised Winston Heights Subdivision		
REQUEST	Subdivision, Rezoning from R-1 and B-2 to B-2		



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

Zoning District Correspondence Matrix

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

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

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 674 Western Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 5, 2024**, a public hearing will be held on the **10th** day of **December**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 674 Western Drive from B-1, Buffer Business Suburban District, to B-3, Business 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.

Sponsored by: Councilmember Cory Penn

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

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

LOT 250, REVISION AND EXTENSION TO LIBERTY PARK, AS RECORDED IN MAP BOOK 4, PAGES 66-67 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-1, Buffer Business Suburban District to B-3, Community Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Suburban District provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Suburban District until all of the conditions set forth below have been complied with: 1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and 2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of December, 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 13th day of November, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 674 Western Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from B-1, Buffer Business Suburban District to B-3, Community Business 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 B-3 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-3 districts until the following conditions have been complied with: 1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and 2. Full compliance with all municipal codes and ordinances.

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

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

Sponsored by: Councilmember Cory Penn

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

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

LOT 250, REVISION AND EXTENSION TO LIBERTY PARK, AS RECORDED IN MAP BOOK 4, PAGES 66-67 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

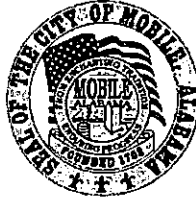
The classification of said property is hereby changed from **B-1, Buffer Business Suburban District** to **B-3, Community Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Suburban District** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Suburban District** until all of the conditions set forth below have been complied with: **1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and 2. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

C & R Partners, LLC
674 Western Drive
Council District 1
Cory Penn



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- 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) Will not adversely impact neighboring properties; and
 - (4) Will not 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,
- 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 B-3, Community Business Suburban District, subject to the following conditions:

ZON-UDC-003084-2024 674 Western Drive
October 21, 2024

1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$294.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

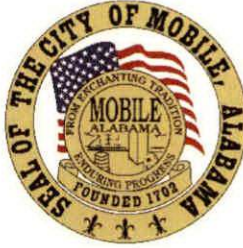
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning



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

October 30, 2024

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on October 17, 2024 considered the request of **C & R Partners, LLC** for a change in zoning from **B-1, Buffer Business Suburban District**, to **B-3, Community Business Suburban District**, for the property located at **674 Western Drive**.

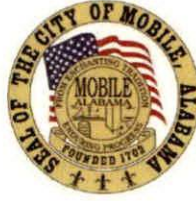
After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Bert Hoffman
Deputy Director, Long Range Planning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
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Mobile, Alabama 36606

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ZON-UDC-003084-2024
C & R Partners, LLC
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Dear Applicant(s)/ Property Owner (s):

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- 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;
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- 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,
- 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 B-3, Community Business Suburban District, subject to the following conditions:

October 21, 2024

1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$294.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

October 11, 2024

TO: Mobile City Planning and Zoning

RE: City Rezoning ZON-UDC-003084-2024
Public Hearing Date: October 17, 2024

FROM: Richard Henderson
P.O. Box 2152
Mobile, AL 36652

PURPOSE: Opposition to Rezoning Proposal
674 Western Drive
Mobile Alabama, 36607

ISSUE: Quality of Life Impacts Associated with Rezoning B-1 to B-3

As a homeowner of the Western Drive community, I respectfully oppose the Application for Rezoning Buffer Suburban District (B-1) to Community Business Suburban District (B-3) in this area. My concerns are as follows:

- Traffic Dangers
- Property Values
- Noise and Privacy

Traffic dangers will increase due to the presence of more vehicles in the area. Moving forward with the rezoning increases the likelihood of serious accidents and injuries in an area that is already busy. In addition to adults, children and pets reside in the area. We work hard to create a haven for those who are most vulnerable and the increased traffic jeopardizes their safety and wellbeing.

Another concern is the decrease in property values for the homes that are currently in the area. I am not against industry but feel enough businesses are already in the area. My property has negatively fluctuated over the past several years. It decreased in 2017 and remained the same until 2020, only to decrease again in 2023. I feel the trend will continue with the additional of yet another company instead of another home for families. How many of us in Mobile, Alabama willingly moves into neighborhood surrounded by industry? Would you?

In addition to the increased noise, privacy is also a concern. The new business could bring an influx of people into the neighborhood from all levels of society. Some may not have the residence's best interest in mind.

CONCLUSION:

The issues discussed above are vitally important to the residents of Western Drive and surrounding streets in the neighborhood. I respectfully insist that this rezoning request be denied. I can be reached at 251-751-2257 for any follow questions or comments. Thank you for your consideration of this request and your work to create and promote overall public good for the people of this community.

Sincerely,

Richard Henderson



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, PETE RIEHM, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of C & R PARTNERS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 674 WESTERN DRIVE.

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

BYRD SURVEYING

Designee (1)

bvrd@surveying.biz

Email

251-476-5010

Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

Date

9/11/24



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

	Owner	Design Professional
Name:	PETE RIEHM	GERALD D. BYRD
Firm:	C & R PARTNERS, LLC	BYRD SURVEYING
Phone:	251-442-4349	251-476-5010
Email:	priehm@cre-mobile.com	jerry@byrdsurveying.biz
Address:	3904 CAMELIA DRIVE, MOBILE 36693	2609 HALLS MILL ROAD, MOBILE 36606

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

674 WESTERN DRIVE

7500 SF

Property Address

Property Area (acres or square feet)

KEY #00712205

Parcel Number(s) or Key Number(s)

B-1 SUBURBAN

B-3 COMMUNITY BUSINESS

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

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

Applicant or Agent Signature

Date

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CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

THE PROPERTIES IN THIS AREA ALONG WESTERN DRIVE ARE A MIXTURE OF B-1, B-2, AND I-1 ZONING CLASSIFICATIONS.

MIXED DENSITY RESIDENTIAL

Future Land Use Map (FLUM) Designation

B-3 COMMUNITY BUSINESS

Requested Zoning

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

If yes, describe the error

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

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

AS DESCRIBED IN #1, THERE IS A MIXTURE OF ZONING CLASSIFICATIONS. SEVERAL BUSINESSES IN THE B-1 ZONE SHOULD BE IN A B-2 OR B-3 ZONE. THIS AREA HAS SUPPORTED VARIOUS BUSINESS TYPES FOR A LONG TIME.

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

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

THIS AREA HAS BEEN DEVELOPED FOR MANY YEARS AND THE OWNERSHIPS REMAIN STABLE.

2. Describe the surrounding land uses.

PROPERTY ON THE WEST SIDE OF WESTERN DRIVE IS ZONED I-1 AND DEVELOPED AS WAREHOUSE / DISTRIBUTION BUSINESSES.

SEVERAL PROPERTIES SOUTH OF THIS SITE ARE RESIDENCES LOCATED IN B-1 ZONING. TO THE EAST IS ZONED R-1 AND TO THE NORTH ARE BUSINESSES.

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

THE PROPOSED USE IS AN AUTOMOTIVE BODY SHOP WITH ALL REPAIR WORK BEING COMPLETED INSIDE THE BUILDING.

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

ADEQUATE INFRASTRUCTURE IS AVAILABLE.

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

THE BUSINESS WILL PROVIDE JOBS FOR 5-6 EMPLOYEES AND IS FILLING A NEED FOR A SMALL SHOP ONLY DOING INSURANCE REPAIR WORK. WHEN THE REPAIR IS COMPLETE, INSURANCE PAYS AND THE CAR IS OFF PREMISES.

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

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Planning Commission Application

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☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

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THE BUSINESS WILL PROVIDE JOBS FOR 5-6 EMPLOYEES AND IS FILLING A NEED FOR A SMALL SHOP ONLY DOING INSURANCE REPAIR WORK. WHEN THE REPAIR IS COMPLETE, INSURANCE PAYS AND THE CAR IS OFF PREMISES.

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

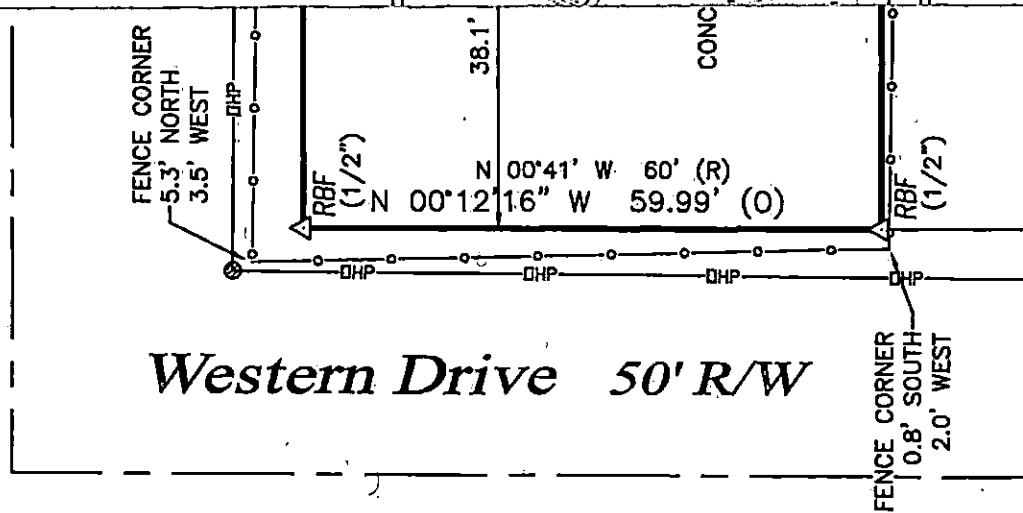
Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

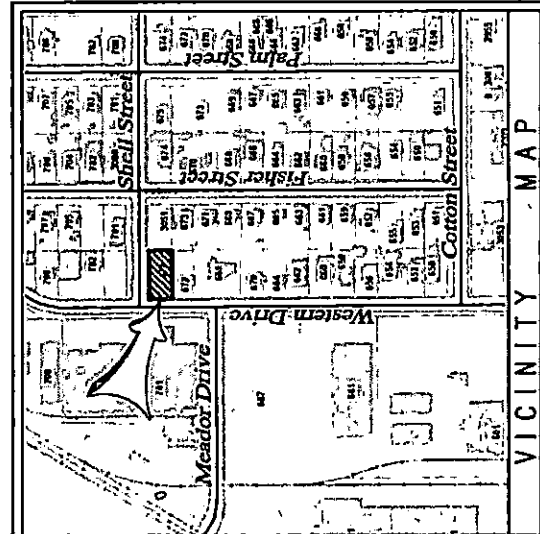
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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

Revised February 2023



EXISTING I-1 ZONING



VICINITY MAP

ZONE B-1 TO B-3
PARTNERS, LLC
WESTERN DRIVE

LOT 250, REVIS
PAGES 66-67

ARK & ASSOCIATES OF MOBILE, D.B.A.

YRD SURVEYING

MILL ROAD
MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
SEPTEMBER 11, 2024
= 20'



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 9/11/2024

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

REZONING OF 674 WESTERN DRIVE

Neighborhood Meeting Date: SEPT. 9, 2024

Neighborhood Meeting Time: 4:15 PM

Neighborhood Meeting Location: BETHESDA CHRISTIAN CENTER 550 WESTERN DRIVE

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

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

Applicant's Name: Kari Givens
(First Name & Last Name)

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

x Kari P. Givens Date: 9/11/24

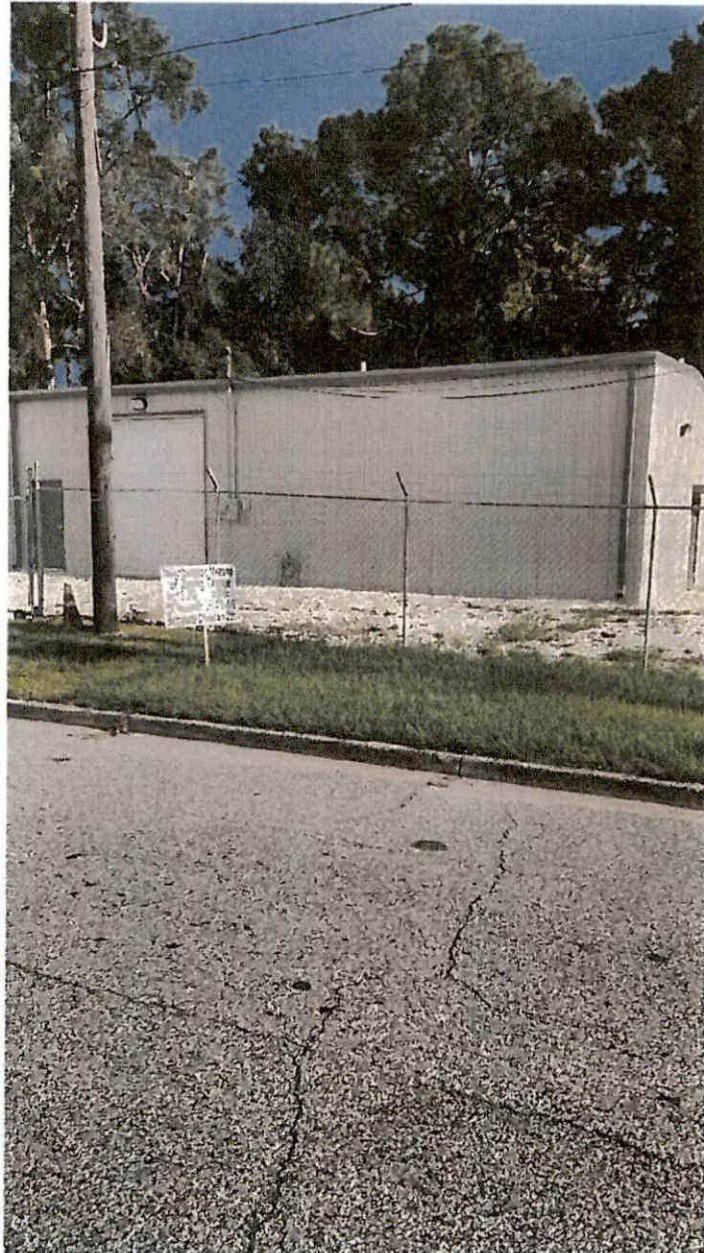
All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.



08/27/24



08/27/24



08/27/24



08/27/24

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

C & R Partners, LLC
3904 Camellia Drive
Mobile, AL 36693

Dorothy S. Deihs
3058 Northwest Drive
Mobile, AL 36607

YRT Investments, LLC
169 Dauphin St., Suite 318
Mobile, AL 36602

McCorquodale & McLaurin, LLC
2714 2nd Avenue N.
Birmingham, AL 35203

UNIVAR USA, Inc.
Attn: Ashley Lydon
3075 Highland Pkwy, Suite 200
Downers Grove, IL 60515

Cinted Corporation
4940 Cape Coral Drive
Dallas, TX 75287

Roberts Family LP
3664 Dauphin Street
Mobile, AL 36608

Blankenship Properties, LLC
2814 Government Blvd.
Mobile, AL 36606

Ollie D. Boykin
702 Western Drive
Mobile, AL 36607

C and H Property Group, LLC
P. O. Box 2152
Mobile, AL 36652

Julia L. Catrett
668 Western Drive
Mobile, AL 36607

Jeffery & Tracy Edwards
670 Western Drive
Mobile, AL 36607

ALMALOUF, LLC
1060 Highway 90 Drive
Mobile, AL 36693

Rhodes Properties, LLC
c/o Lowery Rhodes
P. O. Box 81686
Mobile, AL 36689

Carrie W. Snowden
c/o Brenda English
711 Fisher Street
Mobile, AL 36607

Freddie & Lettie Cooley
6505 Meadow Lakes Drive
North Richland Hills, TX 76180

Asonia V. Smith
705 Fisher Street
Mobile, AL 36607

Elisha & Bettie Rembert
702 Fisher Street
Mobile, AL 36607

Clyde & Patricia Roland, Jr.
701 Fisher Street
Mobile, AL 36607

Edward & Barbara Jean Thompson, Jr.
3051 Shell Street
Mobile, AL 36607

Bessie Johnson
673 Fisher Street
Mobile, AL 36607

Andrews J. Williams, Jr.
5567 Briarfield Lane
Mobile, AL 36693

Onie F. Cook, Jr.
669 Fisher Street
Mobile, AL 36607

Michael & Cynthia Maddox
667 Fisher Street
Mobile, AL 36607

Washington Callier & Washonda
Robinson
665 Fisher Street
Mobile, AL 36607

Rollie & Naughne Kiel
663 Fisher Street
Mobile, AL 36607

Milton & Mary Simmons
706 Fisher Street
Mobile, AL 36607

Catherine Davis
c/o Gwennetta Luckett
213 Tylertown Road
Clarksville, TN 37040

Elisha & Bettie Rembert, Jr.
702 Fisher Street
Mobile, AL 36607

Cassie Girby Perkins, Trustee
3008 Shell Street
Mobile, AL 36607



Robert & Alica McCall
674 Fisher Street
Mobile, AL 36607



Delfrey Love
670 Fisher Street
Mobile, AL 36607

James L. Spears, Sr.
668 Fisher Street
Mobile, AL 36607

Marshell & Dianne Kilpatrick
666 Fisher Street
Mobile, AL 36607

Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

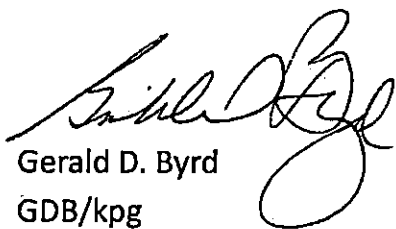
August 27, 2024

Dear Neighbor,

The owners of 674 Western Drive are proposing to rezone the property from B-1 to B-3 for the purpose of allowing an automotive body repair shop to locate in the building. The owner of the repair shop concentrates his business on small insurance repair jobs (i.e. repair dents, sand, paint, and buff, window glass replacement, upholstery repair, etc.). There are no planned improvements or additions to the building, drives, or parking areas.

These plans will be further explained at a neighborhood meeting to be held at the Bethesda Christian Center, 550 Western Drive at 4:15 p.m. on September 9, 2024.

Sincerely,


Gerald D. Byrd
GDB/kpg

Neighborhood Meeting Sign-In Sheet

Date: SEPT. 9 2024

Applicant: _____

BETHESDA CHRISTIAN CENTER

Meeting Location: 550 WESTERN DR.

Application(s): _____

Name: DARLENE Thomas Email: Darlenethomas@gmail.com
 Address: 56 Macks Street Phone: 251-303-3626

Name: Patricia Roland Email: _____
 Address: 701 Fisher Street Phone: (251) 476-9199

Name: Richard Henderson Email: _____
 Address: P.O. Box 2152 Phone: 251-751-2257

Name: Mittie Benion Email: mittiebenions@yahoo.com
 Address: 280 S. Hwy Ct Phone: 251-367-9688

Name: Sermaine Jones Email: auter1@gmail.com
 Address: 1262 Peabody Dr. Phone: (251) 264-4207

Name: Sylvia Walker Email: sylviawalker59@yahoo.com
 Address: 1450 Fisher St 36609 Phone: 251-605-8971

Name: BRIND FRANKLIN Email: LAKERMAN312GMAIL.COM
 Address: 664 Rice St Phone: (251) 361-6654

Name: Chivern N Sampson Email: Chivernhoney@gmail.com
 Address: 2673 McKinney St. Phone: (251) 513-1631

MINUTES FOR NEIGHBORHOOD MEETING FOR REZONING 674 WESTERN DRIVE

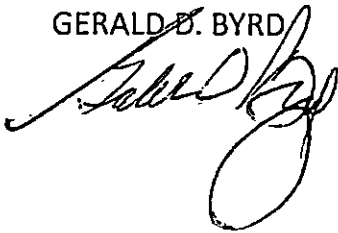
ON SEPTEMBER 9, 2024, A NEIGHBORHOOD MEETING WAS HELD AT BETHESDA CHRISTIAN CENTER, 550 WESTERN DRIVE, TO DISCUSS THE PROPOSED REZONING FOR 674 WESTERN DRIVE. THE MEETING WAS SCHEDULED TO BEGIN AT 4:15 P.M. BUT WAS ACTUALLY STARTED AT 4:20 P.M. TO ALLOW EXTRA TIME FOR PEOPLE TO ARRIVE. THERE WERE 10 PEOPLE IN ATTENDANCE WHICH INCLUDED THE PROSPECTIVE TENANT, THE OWNER (PETE RIEHM), AND MYSELF.

WE EXPLAINED THE PROPOSED USE OF THE PROPERTY WHICH WAS FOLLOWED BY QUESTIONS FROM THE AUDIENCE AND ANSWERS FROM THE OWNER AND TENANT. I EXPLAINED THE REST OF THE REZONING PROCEDURE I.E. APPLICATION, PLANNING COMMISSION MEETING, AND CITY COUNCIL.

BEING NO FURTHER QUESTIONS, THE MEETING WAS ADJOURNED AT 4:45 P.M.

RESPECTFULLY SUBMITTED,

GERALD D. BYRD

A handwritten signature in black ink, appearing to read 'Gerald D. Byrd', written over the printed name.

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

C & R Partners, LLC

3904 Camellia Drive
Mobile, AL 36693

Dorothy S. Deihs
3058 Northwest Drive
Mobile, AL 36607

YRT Investments, LLC
169 Dauphin St., Suite 318
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Delfrey Love
670 Fisher Street
Mobile, AL 36607

James L. Spears, Sr.
668 Fisher Street
Mobile, AL 36607

Marshell & Dianne Kilpatrick
666 Fisher Street
Mobile, AL 36607



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- 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) Will not adversely impact neighboring properties; and
 - (4) Will not 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,
- 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 B-3, Community Business Suburban District, subject to the following conditions:

ZON-UDC-003084-2024 674 Western Drive
October 21, 2024

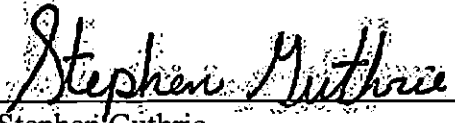
1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$294.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.



Agenda Item # 7
ZON-UDC-003084-2024

View additional details on this proposal and all application materials using the following link:
[**Applicant Materials for Consideration**](#)

DETAILS

Location:
674 Western Drive

Applicant / Agent:
C & R Partners, LLC

Property Owner:
Pete Riehm, C & R Partners, LLC

Current Zoning:
B-1, Buffer Business Suburban District

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Mixed Density Residential

- Applicable Codes, Policies, and Plans:**
- Unified Development Code
 - Map for Mobile Comprehensive Plan
- Proposal:**
- Rezoning from B-1 Suburban to B-3 Suburban
 - **Note:**
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

- Commission Considerations:**
1. Rezoning with two (2) conditions.

Report Contents:	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	7

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by industrial units to the west and residential units to the east.

APPLICATION NUMBER	7	DATE	October 17, 2024
APPLICANT	C & R Partners, LLC		
REQUEST	Rezoning from B-1 to B-3		



SITE HISTORY

The site was originally part of the Revision and Extension to Liberty Park Subdivision, the plat for which was recorded in Mobile County Probate Court in February 1943.

The Board of Zoning Adjustment approved Use, Side Yard Setback, and Rear Yard Setbacks variances in January 1974 to facilitate construction of the existing commercial warehouse on residentially zoned property with reduced side and rear yard setbacks.

Rezoning of multiple properties along Western Drive, including the subject site, from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its October 7, 1980 meeting. That rezoning application was based upon a study by Planning staff, at the request of the Board of Zoning Adjustment, and was approved by the Planning Commission.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The applicant is requesting to rezone the subject site from B-1, Buffer Business Suburban District to B-3, Community Business Suburban District to facilitate use of the property as an automotive body repair shop. A detailed description and justification of the request can be viewed using the link on Page 1 of this report.

The site is adjacent to properties zoned B-1 Suburban to the North and South; R-1 Suburban to the East; and I-1 to the West. The predominant land uses in the area are residential, with the exception of the industrial warehousing and distribution uses within the nearby I-1 zoned districts. There are various office uses within the B-1 zoned portions of the neighborhood, as well as a church. There is one (1) B-2 Suburban-zoned property along Western Drive, the rezoning for which was originally denied by the Planning Commission, but approved by City Council in 2014. The only B-3 zoned property along Western Drive is located at its Northeast intersection with Moffett Road, over one-half (1/2) mile South of the subject site.

As previously stated, the 1980 rezoning was initiated at the request of the Board of Zoning Adjustment due to the large number of Use Variance requests along Western Drive. Planning staff suggested that B-1, Buffer Business District, would be an appropriate transitional zoning district due to the numerous residences that are located in the area.

The applicant has not provided evidence that rezoning of the property to a higher zoning classification is supported by any of the criteria used to justify amendments to the zoning map. To the contrary, rezoning of the site would create a situation of "spot-zoning" that would facilitate a use of the property that is generally incompatible with the surrounding neighborhood and the abutting residential uses. Moreover, this site has been given a Mixed Density Residential future land use designation, which indicates residential development should be supported. As such, rezoning of the site may also be incompatible with the Future Land Use Map.

It should be noted that the Use Variance approved by the Board of Zoning Adjustment in 1974 allowing use of the property as a warehouse remains in effect as long as the site meets the conditions of variance approval, as stipulated by the Board at that time. Such a use is allowed by right in a B-3 zoning district if the warehouse is less than 40,000 square feet. If the development has not had a negative impact on the surrounding neighborhood since 1974, it may suggest that rezoning of the site to B-3 may be appropriate depending on the circumstances that facilitated approval of the Variance (such as development trends at that time). In this context, the

Commission should review the applicable criteria for rezoning approval to determine if the site meets any of the conditions that would justify the rezoning.

The Business License history of the site indicates use by various contractors – electrical, mechanical, and general.

The site plan provided with the rezoning application depicts the existing development. No changes to the site are proposed with the rezoning; however, if approved, protection buffers compliant with the applicable standards of the Unified Development Code (UDC) should be required where the site adjoins residentially used property to the East and West. If rezoning of the property is approved, any future development or redevelopment of the property will require full compliance with the applicable provisions of the UDC.

Any signage placed on the property will also need to meet the requirements of the UDC, and be permitted separately through the Planning and Zoning Department.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

- A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C. Compatibility. Whether the proposed amendment is compatible with:
 - (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.

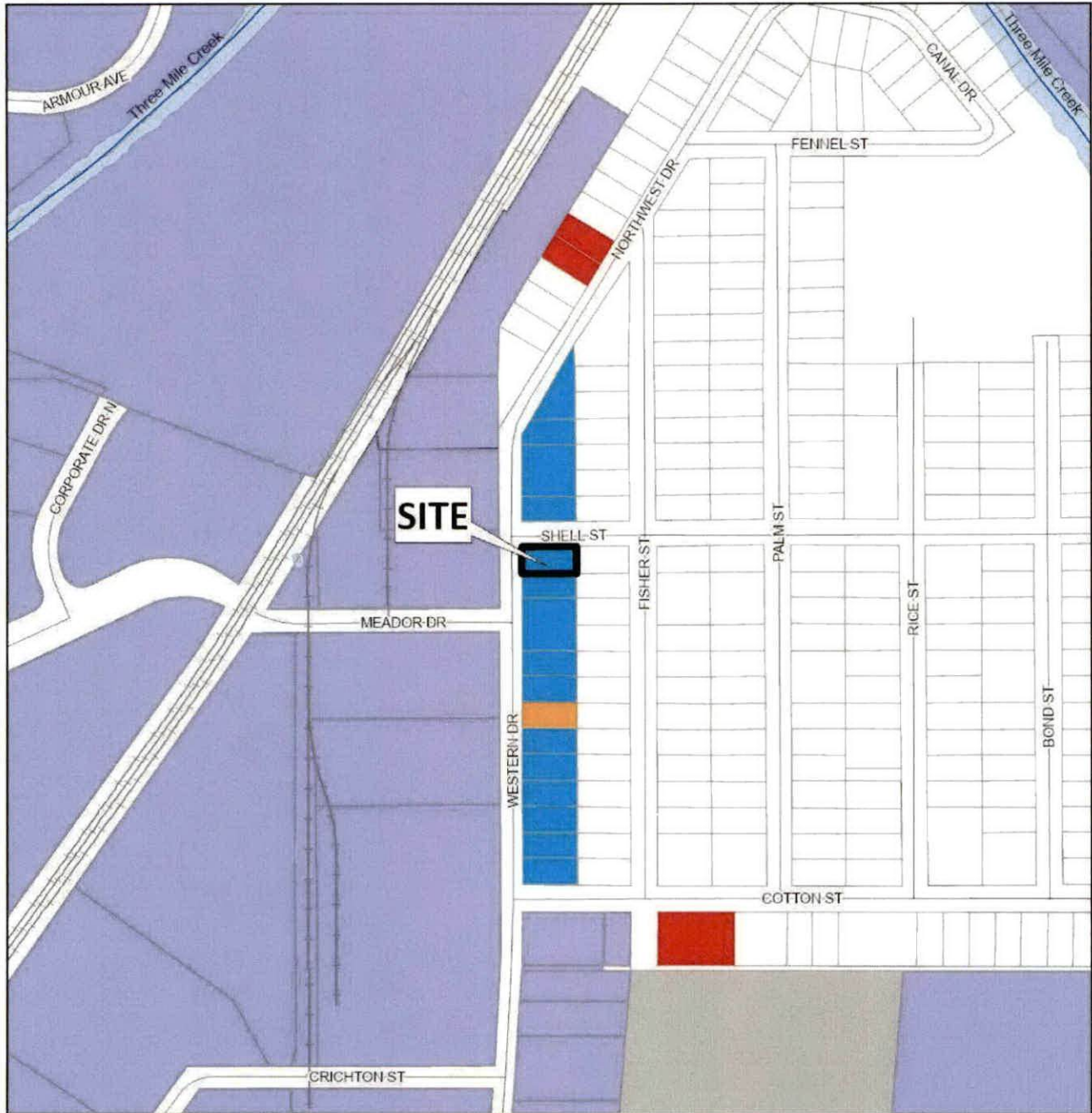
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-3, the following conditions could apply:

1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER	7	DATE	October 17, 2024
APPLICANT	C & R Partners, LLC		
REQUEST	Rezoning from B-1 to B-3		



FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE October 17, 2024

APPLICANT C & R Partners, LLC

REQUEST Rezoning from B-1 to B-3

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by industrial units to the west and residential units to the east.

APPLICATION NUMBER 7 DATE October 17, 2024

APPLICANT C & R Partners, LLC

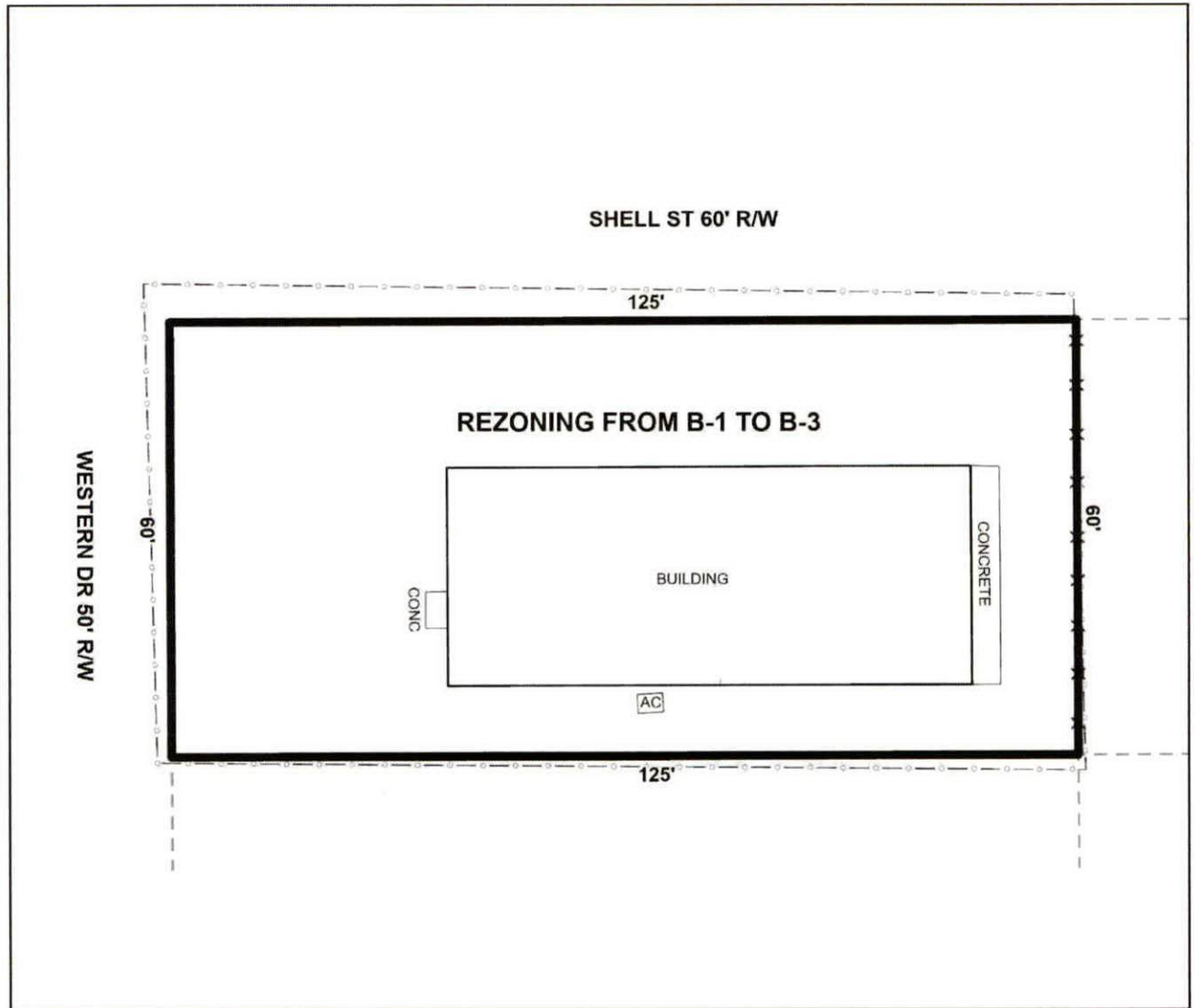
REQUEST Rezoning from B-1 to B-3

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



NTS

SITE PLAN



The site plan illustrates the existing building and fencing.

APPLICATION NUMBER 7 DATE October 17, 2024

APPLICANT C & R Partners, LLC

REQUEST Rezoning from B-1 to B-3

N



NTS

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

MIXED DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.



2024 DEC -5 AM 10:31

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Reginald J. Hill, II - M. Ed. Date: 12/5/24

Address: 1007 Center Street

Phone: 251-665-6748 Email: rhills4tf@gmail.com

Date to Address City Council: 12/10/24

Subject and/or specific questions (must complete): Finance Committee

Meeting; MPD (Assurance of Citations); Public Safety;
Journal Responses from City

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

Use of Taxpayer Funds

Signature: [Signature]



ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes.

Name: Arasthe Valeria Green Date: 12.5.24

Address: 603 Delaware St

Address: 1634 1st Ave
 Phone: (251) 322-8540 Email: valeriagreen@gmail.com

Date to Address City Council: 12-10-24

Subject and/or specific questions (must complete):

The recent allegations towards the homeless and homeless veterans and systemic racism with disabled and homeless citizens of the city of Mobile

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

How does this pertain to city business (must complete):
Thus effects unhoused citizens and the disabled.

ONE EXISTENCE

1949

Signature



ADDRESSING THE CITY COUNCIL

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

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

Your comments will be limited to three (3) minutes.

Name: Rev. Ray Bourn Date: 12.5.24

Address: 603 Delaware St.

Phone: (251) 322-8540 Email: valenmagreen@gmail.com

Date to Address City Council: 12.10.24

Subject and/or specific questions (must complete):

Abuse and neglect with the homeless community
in the City of Mobile

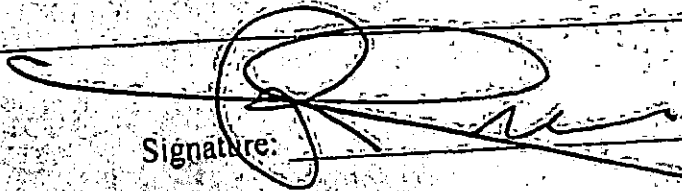
CITY CLERK'S OFFICE

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

MOBILE, AL

This affects our unhoused citizens

TH, DEC 5, PM 2:00 RCNO

Signature: 

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, December 4, 2024 3:51:49 PM

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, December 4, 2024 3:48:44 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Morgan Crawford

Date To Address Council: 2024-12-17

Address: 1800 Cody Rd. N

Email: crawfordmorgan1@gmail.com

Phone: 2513916823

Subject And Specific Questions: I am the founder of The Moxie League, a nonprofit organization based in Mobile, Alabama, dedicated to empowering women and girls through sports. I would like to discuss the impactful work of The Moxie League and explore ways we can partner with the city to expand access to sports and leadership opportunities for youth in our community. Specifically, I would like to share our vision for future programs, highlight our community impact, and discuss how the city can play a role in supporting this mission.

Pertain To City Business: The Moxie League addresses a critical need for structured, positive outlets for youth in our city. By providing sports programs, leadership training, and mentorship opportunities, we help young women and girls develop life skills that prepare them to contribute to our community. This aligns with the city's goals of fostering a safe, supportive environment for youth and reduces risks associated with unstructured time, such as delinquency. Additionally, investing in women's sports can have positive economic impacts for the city. From increased tourism through tournaments and events to partnerships with local businesses, The Moxie League's programs bring activity and attention to Mobile. Sports

programs also create opportunities for workforce development, as participants learn teamwork, leadership, and discipline—skills that directly translate to success in education and future careers. Lastly, The Moxie League currently uses city-owned facilities for games and events. Ensuring these facilities are fully utilized benefits both the city and its residents by maximizing existing investments.

Signature: Morgan Crawford

Signature Verify: X

Agree: X

Date Submitted: 2024-12-04 15:48:44

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



Outlook

CityofMobile.org: Addressing City Council Submission

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

Date Thu 12/5/2024 1:34 PM

To City Clerk <cityclerk@cityofmobile.org>

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

Name: Rev. David Edwards

Date To Address Council: 2024-12-10

Address: 670 Fisher Street

Email: president@puadmobil.org

Phone: (251) 518-8885

Subject And Specific Questions: Dr. M L King Birthday Celebration

Pertain To City Business: City-Wide Celebration

Signature: Rev. David Edwards

Signature Verify: X

Agree: X

Date Submitted: 2024-12-05 13:33:55

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



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5212

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Crawford-Murphy Park - Parking Lot and Lighting

CAPITAL PROJECT #: C0787 (20002000-42200)

CONTRACT AMOUNT: \$37,725.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-007-23

PROJECT DESCRIPTION: Repaving existing parking lots and replace and add new park lighting.

VENDOR NAME: WAS Design, Inc.

VENDOR NUMBER: 293962

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: 11/19/2024

CONTRACT #5213

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Crawford-Murphy Park -
Splashpad

CAPITAL PROJECT #: C1000 (20002000-
42200)

CONTRACT AMOUNT: \$39,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-006-
25

PROJECT DESCRIPTION: Demolition of an existing wading pool and provide
and install new splashpad.

VENDOR NAME: WAS Design, Inc.

VENDOR NUMBER: 293962

DEPT NAME: ARCHITECTURAL

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: 11/19/2024

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: WAS Design, Inc.

Project Name: CIP Crawford-Murphy Park - Parking Lot and Lighting

Project Number: PR-007-23

&

Project Name: CIP Crawford-Murphy Park - Splashpad

Project Number: PR-006-25

Amount: \$76,725.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Crawford-Murphy Park - Splashpad

CAPITAL PROJECT #: C1000 (20002000-42200)

CONTRACT AMOUNT: \$39,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-006-25

PROJECT DESCRIPTION: Demolition of an existing wading pool and provide and install new splashpad.

VENDOR NAME: WAS Design, Inc.

VENDOR NUMBER: 293962

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: 11/19/2024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Crawford-Murphy Park - Parking Lot and Lighting

CAPITAL PROJECT #: C0787 (20002000-42200)

CONTRACT AMOUNT: \$37,725.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-007-23

PROJECT DESCRIPTION: Repaving existing parking lots and replace and add new park lighting.

VENDOR NAME: WAS Design, Inc.

VENDOR NUMBER: 293962

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: 11/19/2024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Crawford-Murphy Park - Parking Lot and Lighting

CAPITAL PROJECT #: C0787 (20002000-42200)

CONTRACT AMOUNT: \$37,725.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-007-23

PROJECT DESCRIPTION: Repaving existing parking lots and replace and add new park lighting.

VENDOR NAME: WAS Design, Inc.

VENDOR NUMBER: 293962

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: 11/19/2024



11.18.2024

Dear Council Members:

Attached to this memo is an agreement between the WATKINS ACY STRUNK DESIGN INC and the City of Mobile, for the project titled "Crawford-Murphy Park - Splashpad" in the amount of \$39,000.00.

We look forward to continued communication on this important project. Please call me at 251-208-7635 or email me at shannon.mcintyre@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

McIntyre, Shannon

251-208-7635

Information on this project is follows:

Commitment Type:	Consultant
Department:	Architectural Engineering
Fiscal Year:	2025
District:	



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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

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

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

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

WAS Design, Inc.
218 North Alston Street
Foley, Alabama 36535
City of Mobile Business License No.: 103968
Secretary of State Registration No.: 000-243-428

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

Crawford-Murphy Park - Parking Lot and Lighting
351 South Ann Street
Mobile, Alabama 36604
PR-007-23
Scope: Provide parking improvements to both parking lots and make improvements to existing search lighting.

Crawford-Murphy Park - Splashpad
351 South Ann Street
Mobile, Alabama 36604
PR-006-25
Scope: Demolish existing wading pool and provide and install new splashpad.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

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User Notes:

(1315779160)

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Crawford-Murphy Park - Parking Lot and Security Lighting & Crawford-Murphy Park - Splashpad and in Exhibit 1, Insurance Requirements.

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

§ 1.1.1 The Owner's program for the Project:

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

As provided in the consultant's fee proposals both dated 10/21/2024 & 10/21/2024, respectively.

§ 1.1.2 The Project's physical characteristics:

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

Design related services for the improvements at Crawford-Murphy Park.

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

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

The estimated cost of construction at Crawford-Murphy Park - Parking Lot and Security Lighting is Three Hundred Eighty-Five Thousand and 00/100 Dollars (\$385,000.00).

The estimated cost of construction at Crawford-Murphy Park - Splashpad is Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

Init.

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

.1 Design phase milestone dates, if any:

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

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within One Hundred Fifty (150) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

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

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

Competitive Bid.

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

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

N/A

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

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

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

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

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

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

N/A

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

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

.1 Surveyor:

Init.

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User Notes:

(1315779160)

TBD

.2

(Paragraphs deleted)

Other, if any:

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

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

James Crowe, PLA
WAS Design, Inc.
218 North Alston Street
Foley, Alabama 36535
jcrowe@was-design.com
251-344-402

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

N/A

(Paragraphs deleted)

.2 Electrical Engineer:

N/A

.3 Surveyor:

N/A

(Paragraphs deleted)

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

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

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

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

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

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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

.1 Workers' Compensation/Employer's Liability:

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

.2 Comprehensive General Liability Insurance:

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

5. Professional Liability Insurance:

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

6. Endorsements:

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

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

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

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 procuring the reproduction of Bidding Documents.
- .2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.
- .3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect

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

§ 4.1.2 Description of Supplemental Services

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

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

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

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

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

§ 4.2 Architect's Additional Services

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

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

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

(Paragraphs deleted)

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

(Paragraph deleted)

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

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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- .4 One (1) inspections for any portion of the Work to determine final completion.
- .5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

(Paragraph deleted)

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

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

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

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

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

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

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

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

§ 8.1.3 Standard of Performance:

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

(Paragraphs deleted)

§ 8.1.4 Force Majeure:

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

.1 Termination Fee:

\$0.00

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

N/A

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum - PR-007-23 - Crawford-Murphy Park - Parking Lot and Lighting
(Insert amount)

A. Schematic Design:	\$4,909.00
B. Design Development:	\$13,908.00
C. Construction Documents:	\$6,545.00
D. Bid/Negotiation Assistance:	\$818.00
E. Construction Observation:	\$6,545.00

Reimbursements:

A. Land Disturbance Permit:	\$5,000.00
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Total Project Amount: \$37,725.00

Stipulated Sum - PR-006-25 - Crawford-Murphy Park - Splashpad
(Insert amount)

A. Schematic Design:	\$5,100.00
B. Design Development:	\$14,450.00
C. Construction Documents:	\$6,800.00
D. Bid/Negotiation Assistance:	\$850.00
E. Construction Observation:	\$6,800.00

Reimbursements:

A. Land Disturbance Permit: \$5,000.00

Total Project Amount: \$39,000.00

A. Total Contract Amount: (not to exceed) \$76,725.00

.2 Percentage Basis

(Insert percentage value)

N/A

.3 Other

(Describe the method of compensation)

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

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

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

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

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

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

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

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

Schematic Design Phase	fifteen	percent (15 %)
Design Development Phase	forty-three	percent (43 %)
Construction Documents Phase	twenty	percent (20 %)
Procurement Phase	twenty	percent (20 %)
Construction Phase	twenty	percent (20 %)

Total Basic Compensation	one hundred	percent (100 %)
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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

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those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit A

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

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

(Paragraphs deleted)

.1 Printing, reproductions.

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

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

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

§ 11.10.2 Progress Payments

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

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

0 %

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

- .2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.
- .3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.
- .4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

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

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

N/A

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

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

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 18 For the purposes of articles 8.1.6, 8.1.5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

City of Mobile

Legal Name of Party to Contract-Consultant:

WAS Design, Inc.

OWNER (Signature)

ARCHITECT (Signature)

William S. Stimpson, Mayor

(Printed name and title)

James Crowe, PLA

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

ATTEST:

City Clerk

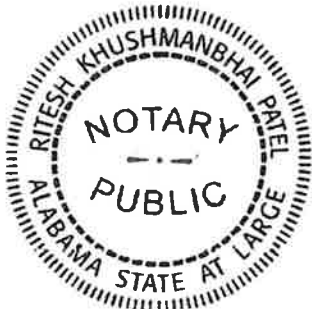
STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **James Crowe** as **Principal Landscape Architect** of **WAS Design, Inc.** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Authorization.
Sworn to and subscribed for me this 31 day of October, 2024.

Ritesh Khushmanbhai Patel
NOTARY PUBLIC

My Commission Expires: May 15, 2027



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User Notes:

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10/21/2024

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
P.O. Box 1827
Mobile, AL 36633

**Re: Crawford Murphy Park Site Improvements
Mobile-AL**

Dear Shannon:

WAS Design, Inc. is pleased to provide a proposal for landscape architectural services for the referenced project.

On the following pages you will find the proposed Scope of Services that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to submit this proposal to you and look forward to working with you on Crawford-Murphy Park. Once you have had a chance to review the proposal, please contact us with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "James Crowe".

James Crowe, PLA
Principal Landscape Architect
Jec

10/21/2024

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Crawford-Murphy Park-Site Improvements

Mobile, Alabama
Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build civic space redevelopment project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE OF SERVICES

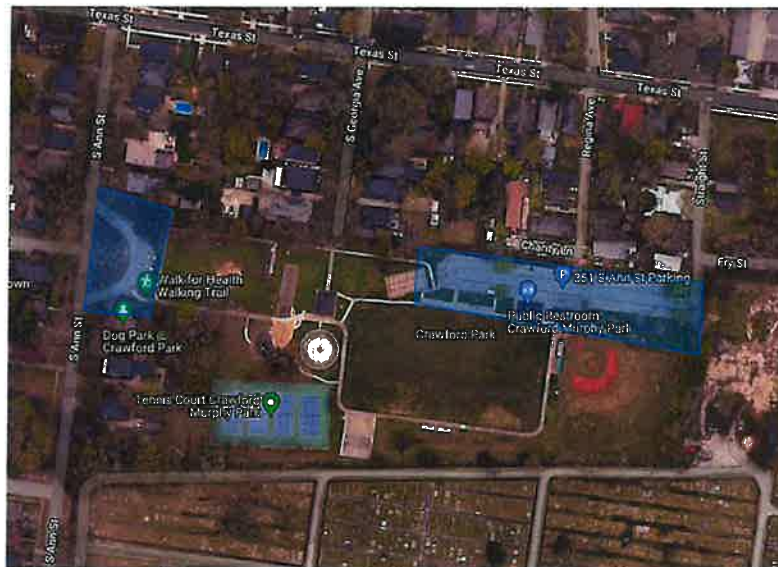


Figure 1: Project work area, Crawford Murphy Park- Mobile

WAS Design, Inc.
Landscape Architecture Land Planning Placemaking

A. Land Disturbance Permit

We will prepare and submit the Land Disturbance Permit Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawings to the City of Mobile.

B. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey which is to be furnished to us by the City.
2. Preparation of a **concept plan** of the project area to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. Cost **opinion** based on Schematic Design drawings.

We understand the Construction Budget for this project is \$385,000.00

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

C. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **Parking Improvements Plan**
2. **Dog Park and Parking Security Lighting Plan**
3. **Conceptual Grading and Drainage Plan**
4. **Cost opinion** based on Design Development drawings.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

D. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Overall Site Plan**
3. **Demolition Plan**
4. **Hardscape Plan**
5. **Site Grading and Drainage Plan**
6. **Site Details**
7. **Construction Details**
8. **Electrical-Lighting Plans**
9. **Project Manual**
 - a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
 - b. General Requirements Specifications, Division 01, as applicable to scope
 - c. Technical Specifications, Divisions 02-49, as applicable to scope
 - d. To be provided in Masterformat 2012 format
10. **Opinion of Probable Budget (OPB)**

One Design review meeting is recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.

E. Bidding/Negotiation Assistance

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
3. Participation in one pre-bid conference at project site;
4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;
7. Assist in preparation/review of contracts.

F. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
2. **Periodic site visits and/or construction-related meetings** One (1) meeting per week maximum of twenty-seven (27) for the stipulated 180 calendar day work period, as construction progress warrants, to observe construction of scope elements. Recommended site visit assistance include but are not limited to:
 - a. Pre-Construction Conference after award of bid (on-site) with General Contractor
 - b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
 - c. Periodic progress reviews (on-site)
 - d. Testing of systems (on-site)
 - e. Substantial completion
 - f. Final acceptance
 - g. End of one-year warranty period
3. **Preparation of site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

G. Additional Services

The following services are not included in this basic scope of service stated above but shall be provided by the landscape architect, if requested in writing by the City of Mobile, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.
2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished by the owner.
3. Soil testing including test borings, subsoil conditions, reports and recommendations other than specified in the scope of services.
4. Required Construction Observation at no fault of the Landscape Architect, beyond what is detailed in Section F.
5. Approved increase in scope and cost of project exceeding \$200,000.00

III. AGREEMENT QUALIFICATIONS

A. Assumptions

The client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

1. Boundary & topographic survey w/as-built elements
2. Proposed design work from other disciplines

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Building Architecture
2. Value Engineering
3. Geotechnical Engineering other than what is specified
4. Site Survey

C. Definitions/Abbreviations

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	WAS Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design
Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item
AHJ	Authorities-having-jurisdiction
HNTE	Hourly rates, not to exceed

IV TERMS AND CONDITIONS

A. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
6. Upon the parties signing/acceptance of this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

B. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services -WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.
3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide the client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

V PRODUCTION AND FEES

A. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

James Crowe will be Principal-in-charge of the project, and Channon Toland will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

B. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

<i>Item</i>	<i>Scope of service phase</i>	<i>Amount &</i>	<i>Fee type</i>
A	Land Disturbance Permit	\$5,000.00	Reimbursable
B	Schematic Design	\$4,909.000	Fixed fee
C	Design Development	\$13,908.000	Fixed fee
D	Construction Documents	\$6,545.00	Fixed fee
E	Bid/Negotiation Assistance	\$818.000	Fixed fee
F	Construction Observation	\$6,545.000	Fixed fee
		\$37,725.000	Total

Billings shall occur monthly based upon the percentage of completion of work for each phase.

Standard Hourly Rates

Principal	\$150.00
Landscape Architect I	\$120.00
Staff Designer	\$105.00
Administrative Staff	\$65.00



10/21/2024

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
P.O. Box 1827
Mobile, AL 36633

**Re: Crawford Murphy Park Splash Pad
Mobile-AL**

Dear Shannon:

WAS Design, Inc. is pleased to provide a proposal for landscape architectural services for the referenced project.

On the following pages you will find the proposed Scope of Services that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to submit this proposal to you and look forward to working with you on Crawford-Murphy Park. Once you have had a chance to review the proposal, please contact us with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "James Crowe".

James Crowe, PLA
Principal Landscape Architect
Jec

10/21/2024

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Crawford-Murphy Park-Splash Pad

Mobile, Alabama

Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build civic space redevelopment project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE OF SERVICES



Figure 1: Project work area, Crawford Murphy Park- Mobile

A. Land Disturbance Permit

We will prepare and submit the Land Disturbance Permit Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawings to the City of Mobile.

B. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey which is to be furnished to us by the City.
2. Preparation of a **concept plan** of the project area to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. **Cost opinion** based on Schematic Design drawings.

*We understand the Construction Budget for this project is
\$400,000.00*

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

C. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **Splash Pad Plan**
2. **Hardscape/Furnishing/Amenity Plan**
3. **Playground Surfacing Plan**
4. **Conceptual Grading and Drainage Plan**
5. **Cost opinion** based on Design Development drawings.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

D. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Overall Site Plan**
3. **Demolition Plan**
4. **Hardscape Plan**
5. **Site Grading and Drainage Plan**
6. **Site Details**
7. **Construction Details**
8. **Electrical-Plumbing Plans**
9. **Landscape Plan**
10. **Irrigation Plan**
11. **Project Manual**
 - a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
 - b. General Requirements Specifications, Division 01, as applicable to scope
 - c. Technical Specifications, Divisions 02-49, as applicable to scope
 - d. To be provided in Masterformat 2012 format
12. **Opinion of Probable Budget (OPB)**

One Design review meeting is recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.

E. Bidding/Negotiation Assistance

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
3. Participation in one pre-bid conference at project site;
4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;

7. Assist in preparation/review of contracts.

F. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
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 - e. Substantial completion
 - f. Final acceptance
 - g. End of one-year warranty period
3. **Preparation of site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

G. Additional Services

The following services are not included in this basic scope of service stated above but shall be provided by the landscape architect, if requested in writing by the City of Mobile, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.
2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished by the owner.
3. Soil testing including test borings, subsoil conditions, reports and recommendations other than specified in the scope of services.
4. Required Construction Observation at no fault of the Landscape Architect, beyond what is detailed in Section F.

- 5. Approved increase in scope and cost of project exceeding \$400,000.00

III. AGREEMENT QUALIFICATIONS

A. Assumptions

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- 1. Boundary & topographic survey w/as-built elements
- 2. Proposed design work from other disciplines

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

- 1. Building Architecture
- 2. Value Engineering
- 3. Geotechnical Engineering other than what is specified
- 4. Site Survey

C. Definitions/Abbreviations

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

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Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design
Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item

AHJ	Authorities-having-jurisdiction
HNTE	Hourly rates, not to exceed

IV TERMS AND CONDITIONS

A. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
6. Upon the parties signing/acceptance of this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

B. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services –WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.
3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.

4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide the client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

V PRODUCTION AND FEES

A. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

James Crowe will be Principal-in-charge of the project, and Channon Toland will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

B. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

Item	Scope of service phase	Amount & Fee type
A	Land Disturbance Permit	\$5,000.00 Reimbursable
B	Schematic Design	\$5,100.00 Fixed fee
C	Design Development	\$14,450.00 Fixed fee
D	Construction Documents	\$6,800.00 Fixed fee
E	Bid/Negotiation Assistance	\$850.000 Fixed fee
F	Construction Observation	\$6,800.000 Fixed fee
		\$39,000.000 Total

Billings shall occur monthly based upon the percentage of completion of work for each phase.

Standard Hourly Rates

Principal	\$150.00
Landscape Architect I	\$120.00
Staff Designer	\$105.00
Administrative Staff	\$65.00



Company ID Number: 616583

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

Employer Watkins Acy Strunk Design, Inc	
Troy Strunk Name (Please Type or Print)	Title
Electronically Signed Signature	11/12/2012 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	11/12/2012 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Watkins Acy Strunk Design, Inc
Company Facility Address:	218 North Alston Street
	Foley, AL 36535
Company Alternate Address:	218 North Alston Street
	Foley, AL 36535
County or Parish:	BALDWIN
Employer Identification Number:	203397512



Company ID Number: 616583

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

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

Name:	Angel Cowan	Fax Number:	(251) 981 - 8722
Telephone Number:	(251) 948 - 7181		
E-mail Address:	acowan@was-design.com		
Name:	Troy R Strunk	Fax Number:	(251) 981 - 8722
Telephone Number:	(251) 948 - 7181		
E-mail Address:	tstrunk@was-design.com		



Alabama Secretary of State



WAS Design, Inc.	
Entity ID Number	000-243-428
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	08/26/2005
Registered Agent Name	WATKINS, L C
Registered Office Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Registered Office Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Nature of Business	LANDSCAPE ARCHITECTS
Capital Authorized	\$1,000
Capital Paid In	\$1,000
Directors	
Director Name	WATKINS, L CHAD
Director Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Director Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Incorporators	
Incorporator Name	WATKINS, L CHAD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ACY, JARED L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STRUNK, TROY R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	01/22/2019

WAS Design, Inc.	
Director/Manager/Organizer Activity	WATKINS, L CHAD
Transaction Date	01/22/2019
Legal Name Changed From	Watkins Acy Strunk Design, Inc.
Transaction Date	01/22/2019
Principal Office Changed From	GULF SHORES, AL
Transaction Date	01/22/2019
Registered Agent Changed From	WATKINS, L. CHAD 218 NORTH ALSTON STREET FOLEY, AL 36535
Transaction Date	01/28/2019
Agent Mailing Address Changed From	* Added
Transaction Date	01/28/2019
Registered Agent Changed From	WATKINS, L CHAD 1404 WEST 1ST STREET STE 2 GULF SHORES, AL 36542
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/26/2005 Certificate of Formation 8 pgs.
Document Date / Type / Pages	01/28/2019 Registered Agent Change 2 pgs.
Document Date / Type / Pages	01/30/2019 Articles of Amendment 3 pgs.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2024

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 The Buckner Company of Colorado 6400 S. FIDDLERS GREEN CIRCLE, SUITE 950 Greenwood Village CO 80111	CONTACT NAME: Kasey Heupel PHONE (A/C, No, Ext): 13037563418 FAX (A/C, No): E-MAIL: denver@buckner.com ADDRESS:
License#: 480397 WASDESI-01	INSURER(S) AFFORDING COVERAGE INSURER A : Everest National Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED WAS Design, Inc. 218 N. Alston Foley AL 36535	NAIC # 10120

COVERAGES

CERTIFICATE NUMBER: 354494857

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE OF DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED- RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE- ☐ OTHER- ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		AAEP000458241	9/20/2024	9/20/2025	General Aggregate Per Claim Deductible 3,000,000 3,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Crawford Murphy Park - Parking Lot & Lighting PR-007-23

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
Architectural Engineering Department
PO Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2024

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PRODUCER Ebert Agency, Inc. 222 W Laurel Ave Foley AL 36535	CONTACT NAME: PHONE (A/C, No, Ext): 251-943-2281 FAX (A/C, No): 251-943-3801 E-MAIL ADDRESS:
INSURED WAS Design Inc 218 North Alston Street Foley AL 36535	INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance INSURER B: Progressive Specialty Ins Co INSURER C: The Sheffield Fund INSURER D: ACE AMERICAN INSURANCE COMPANY INSURER E: INSURER F:
	NAIC # 18988 32786 22667

COVERAGES**CERTIFICATE NUMBER:** 158271357**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	38951882	8/7/2024	8/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	984090424	7/18/2024	7/18/2025	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 \$ 10,000	Y	Y	4995188200	8/7/2024	8/7/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	600-2024-15773-00 HDOG7146064	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CRAWFORD-MURPHY PARK- Parking Lot & Lighting

PR-007-23

Additional Insured

City of Mobile is included as additional insured in respect to the General Liability, Auto and Umbrella. All policies except workers compensation, shall be primary and non-contributory with any other insurance force or which may be purchased by additional insured.

Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Auto, Umbrella and Workers Compensation. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
Architectural Engineering Dept
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2024

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PRODUCER
Ebert Agency, Inc.
222 W Laurel Ave
Foley AL 36535

CONTACT

NAME:

PHONE

(A/C, No, Ext): 251-943-2281

FAX

(A/C, No): 251-943-3801

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Auto Owners Insurance

18988

INSURER B: Progressive Specialty Ins Co

32786

INSURER C: The Sheffield Fund

INSURER D: ACE AMERICAN INSURANCE COMPANY

22667

INSURER E:

INSURER F:

INSURED
WAS Design Inc
218 North Alston Street
Foley AL 36535

WASDES1-01

COVERAGES

CERTIFICATE NUMBER: 940811680

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	38951882	8/7/2024	8/7/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	984090424	7/18/2024	7/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000	Y	Y	4995188200	8/7/2024	8/7/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	600-2024-15773-00 HDOG7146064	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CRAWFORD-MURPHY PARK- SPLASHPAD

PR-006-25

Additional Insured

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

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Dept
P O Box 1827
Mobile AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2024

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PRODUCER The Buckner Company of Colorado 6400 S. FIDDLERS GREEN CIRCLE, SUITE 950 Greenwood Village CO 80111		CONTACT NAME: Kasey Heupel PHONE (A/C, No. Ext): 13037563418 E-MAIL ADDRESS: denver@buckner.com
INSURED WAS Design, Inc. 218 N. Alston Foley AL 36535		INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 480397 WASDESI-01		NAIC # 10120

COVERAGES

CERTIFICATE NUMBER: 1408890054

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AAEP000458241	9/20/2024	9/20/2025	General Aggregate Per Claim Deductible 3,000,000 3,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Crawford Murphy Park - Splashpad PR-006-25

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
Architectural Engineering Department
PO Box 1827
Mobile AL 36633

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AUTHORIZED REPRESENTATIVE



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	WAS DESIGN INC.
Address	256 WACKER LANE NORTH, MOBILE, AL. 36608
Telephone	251-344-4023
E-Mail	info@was-design.com

RFP/RFQ Solicitation Number	PR-006-25 (Spishipad) PR-007-23 (Parking-Security Lighting)
Project Description	CRAWFORD-MURPHY PARK
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 5 Female 2 Minority Non-minority SDVO
Total # of Employees	7

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JAMES E. CROWE
Signature: James E. Crowe Date: 11-6-24
Title: VICE-PRESIDENT

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

Name: JAMES E. CROWE Title: JAMES E. CROWE
Email: jcrowe@was-design.com Phone: 251-344-4023



Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

Date: 11-6-24

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:

WAS DESIGN INC.

Contact Person:

JAMES E. CROWE

Phone

251-344-4023

Email

jcrowe@was-design.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. _____



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5211

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Springhill Recreation Center - Stage & Classroom Improvements

CAPITAL PROJECT #: C0785 (20002000-48010)

CONTRACT AMOUNT: \$256,200.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT

#: _____

PROJECT DESCRIPTION: For existing locker rooms to be renovated into classrooms.

VENDOR NAME: Jpayne Organization LLC

VENDOR NUMBER: 294936

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM) _____

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special

rate _____

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

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

Prepared by: **Emma Dean** – Office Assistant

II Date: **11/19/2024**

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: Jpayne Organization LLC

Project Name: CIP Springhill Recreation Center - Stage & Classroom Improvements

Project Number: PR-087-23

Amount: \$256,200.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Springhill Recreation Center - Stage & Classroom Improvements

CAPITAL PROJECT #: C0785 (20002000-48010)

CONTRACT AMOUNT: \$256,200.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: _____

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CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

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Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 11/19/2024



11.19.2024

Dear Council Members:

Attached to this memo is an agreement between the JPAYNE ORGANIZATION and the City of Mobile, for the project titled "Springhill Recreation Center - Stage & Classroom Improvements" in the amount of \$256,200.00.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Washington, Jr, Roger

Architectural Engineer
Architectural Engineering
2512087812

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)

JPayne Organization LLC
2655 Airport Blvd
Mobile AL 36606
City of Mobile Business License Number:46564
Secretary of State Registration Number: 000-429-657

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

Springhill Recreation Center - Stage & Classroom Improvements
1151 Springhill Ave.
Mobile, AL 36604
Project # PR-087-23
Scope: For the existing locker rooms to be renovated into classrooms.

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

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Gant Group & Associates, LLC
656 Dauphin Street
Mobile, Alabama 36602

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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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 Ninety (90) 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)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Fifty-Six Thousand Two Hundred and 00/100 (\$ 256,200.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$246,200.00
Contingency Allowance: \$10,000.00
Total Bid: \$256,200.00
Alternate: (N/A)

Total Contract Sum: \$256,200.00

§ 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: Ten Thousand and 00/100 (\$10,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or 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 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.

§ 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 JPayne Organization LLC has completed the contract for Springhill Recreation Center Stage & Classroom Improvements – PR-087-23, 1151 Springhill Ave Mobile, Alabama 36604. 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)

§ 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:

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(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)

Joseph Payne
2655 Airport Blvd
Mobile AL 36606
J.Payne@live.com
251-471-0001

§ 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 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

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- 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
- D. Damage to Rented Premises \$1,000,000 each occurrence
- .6 Such comprehensive policy shall include the following:
- A. All liability of the Contractor, for the Contractor's Direct Operations.
- B. Subcontractor's Operations.
- C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
- D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
- E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
- F. Broad Form Property Damage Coverage, including Completed Operations.
- G. Personal Injury Liability, with employee's exclusions removed.
- H. Explosion and Collapse Hazard:
Included or X Not Applicable.
- I. Underground Hazard:
Included or X Not Applicable.
- .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
- 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.

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.

§ 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
GENERAL		
G001	COVER SHEET	July 24, 2024
G002	GENERAL NOTE	July 24, 2024
CODE SUMMARY		
BSC 100	BUILDING CODE SUMMARY	July 24, 2024
ARCHITECTURAL		
AS101	ARCHITECTURAL SITE PLAN	July 24, 2024
AD101	DEMOLITION PLAN	July 24, 2024
LS101	LIFESAFETY PLAN	July 24, 2024
A101	EXISTING PLAN	July 24, 2024
A102	FLOOR PLAN	July 24, 2024
A103	ENLARGED PLANS	July 24, 2024
A105	REFLECTED CEILING PLANS	July 24, 2024
A200	EXISTING ELEVATIONS	July 24, 2024
A300	SECTION	July 24, 2024
A301	SECTION	July 24, 2024
A302	SECTION/DETAILS	July 24, 2024
A501	INTERIOR ELEVATION	July 24, 2024
A600	PARTITION TYPES	July 24, 2024
A601	SCHEDULES NOTES	July 24, 2024
A602	CHAIRLIFT SPECIFICATION	July 24, 2024
STRUCTURAL		
S001	GENERAL NOTES	July 24, 2024
S 100	STRUCTURAL FOUNDATION PLAN	July 24, 2024

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S300	FOUNDATION AND FRAMING SECTIONS	July 24, 2024
MECHANICAL		
M101	HVAC GENERAL NOTES & LEGENDS	July 24, 2024
M201	HVAC PLAN	July 24, 2024
M301	HVAC SCHEDULES & DETAILS	July 24, 2024
ELECTRICAL		
EOO1	ELECTRICAL LEGEND & DETAILS	July 24, 2024
E002	ELECTRICAL SPECIFICATIONS	July 24, 2024
E101	FLOOR PLAN DEMOLITION	July 24, 2024
E201	FLOOR PLAN LIGHTING	July 24, 2024
E301	FLOOR PLAN POWER	July 24, 2024

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	July 24, 2024
Section 01010	Summary of Work	July 24, 2024
Section 01011	Multiple Contracts and Occupied	July 24, 2024
Section 01210	Allowances	July 24, 2024
Section 01310	Project Management & Co-ordination Construction	July 24, 2024
Section 01320	Progress Documentation	July 24, 2024
Section 01330	Submittal Procedures	July 24, 2024
Section 01635	Substitution Procedures	July 24, 2024
Section 01700	Execution Requirements	July 24, 2024
Section 01731	Cutting and Patching	July 24, 2024
Section 01770	Close out Procedures	July 24, 2024
Section 017839	Project Record Documents	July 24, 2024
Section 017823	Operation and Maintenance Data	July 24, 2024
DIVISION 2	SITework	July 24, 2024
DIVISION 3	CONCRETE	July 24, 2024
DIVISION 4	MASONRY	July 24, 2024
DIVISION 5	METALS	July 24, 2024
DIVISION 6	WOOD AND PLASTIC	July 24, 2024
DIVISION 7	THERMAL AND MOISTURE PROTECTION	July 24, 2024
DIVISION 8	DOORS AND WINDOWS	July 24, 2024
DIVISION 9	FINISHES	July 24, 2024

.5 Addenda, if any:

Number	Date
Addendum 1	August 1, 2024
Addendum 2	August 8, 2024
Addendum 3	August 20, 2024
Addendum 4	August 30, 2024
Addendum 5	September 17, 2024
Addendum 6	September 27, 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
	Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-
	AIA Document A201

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

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User Notes:

(728911472)

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

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: JPayne Organization LLC

OWNER (Signature)

CONTRACTOR (By Signature)

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

Joseph Payne, 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 Joseph Payne as Owner of JPayne Organization 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 11th day of November, 2024.

Angelia D. Jackson
NOTARY PUBLIC
My Commission Expires: 12/27/27

Angelia D Jackson
Notary Public, Alabama State At Large
My Commission Expires 12/27/2027



Init.



AIA[®] Document A312[™] - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

JPayne Organization, Inc.
2655 Airport Blvd
Mobile, AL 36606

SURETY:

(Name, legal status and principal place
of business)

American Contractors Indemnity Company
801 S. Figueroa St, Suite 700
Los Angeles, CA 90017

OWNER:

(Name, legal status and address)

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

Bond Number: 1001200148

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

Any singular reference to
Contractor, Surety, Owner or other
party shall be considered plural
where applicable.

AIA Document A312-2010 combines
two separate bonds, a Performance
Bond and a Payment Bond, into one
form. This is not a single combined
Performance and Payment Bond

CONSTRUCTION CONTRACT:

Date:

Amount: \$256,200 Two Hundred Fifty Six Thousand, Two Hundred 00/100 Dollars

Description:

(Name and location)

Springhill Recreation Center - Stage & Classroom Improvements
Mobile, AL 36633

BOND:

Date:

(Not earlier than Construction Contract Date)

Amount: \$ Two Hundred Fifty Six Thousand, Two Hundred 00/100 Dollars

Modifications to this Bond: ☐ None ☒ See Section 16

CONTRACTOR AS PRINCIPAL

Company: JPayne Organization, Inc. (Corporate Seal)

Signature: _____

Name Joseph Payne
and Title: Managing Member

SURETY

Company: American Contractors Indemnity Company (Corporate Seal)

Signature: _____

Name
and Title: Bradford J. Quiri, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER: CCI Surety, Inc.

1710 N Douglas Dr, Ste 110 (Architect, Engineer or other party:)
Golden Valley, MN 55422

OWNER'S REPRESENTATIVE:

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors,

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default;

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

§ 10 Is hereby modified as follows. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related Subcontracts, purchase orders and other obligations. Notwithstanding the terms of the Construction Contract, the sum of the bond stated herein shall not increase without prior written consent of the Surety.

** All obligations of the Surety shall be discharged and released at the end of one year from project acceptance by owner or architect.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL
CONTRACT AMOUNT WILL BE CHARGED AN ADDITIONAL PREMIUM
AND FEE. INCLUDE THESE CHARGES IN YOUR CHANGE ORDERS.



AIA[®] Document A312[™] - 2010

Bond Number: 1001200148

Payment Bond

CONTRACTOR:

(Name, legal status and address)

JPayne Organization, Inc.
2655 Airport Blvd
Mobile, AL 36606

SURETY:

(Name, legal status and principal place
of business)

American Contractors Indemnity Company
801 S. Figueroa St, Suite 700
Los Angeles, CA 90017

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

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

AIA Document A312-2010
combines two separate bonds, a
Performance Bond and a
Payment Bond, into one form.
This is not a single combined
Performance and Payment Bond

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT:

Date:

Amount: \$ 256,200 Two Hundred Fifty Six Thousand, Two Hundred 00/100 Dollars

Description:

(Name and location)

Springhill Recreation Center - Stage & Classroom Improvements
Mobile, AL 36633

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ Two Hundred Fifty Six Thousand, Two Hundred 00/100 Dollars

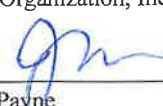
Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL

Company: JPayne Organization, Inc. (Corporate Seal)

SURETY

Company: American Contractors Indemnity Company (Corporate Seal)

Signature: 

Name Joseph Payne
and Title: Managing Member

Signature: 

Name
and Title: Bradford J. Quiri, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER: CCI Surety, Inc.

1710 N Douglas Dr., Ste 110 (Architect, Engineer or other party:)
Golden Valley, MN 55422

OWNER'S REPRESENTATIVE:

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the Jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

§ 11 Is hereby modified as follows. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related Subcontracts, purchase orders and other obligations. Notwithstanding the terms of the Construction Contract, the sum of the bond stated herein shall not increase without prior written consent of the Surety.

** All obligations of the Surety shall be discharged and released at the end of one year from project acceptance by owner or architect.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:



**TOKIO MARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima, William Gerber,
Bradford J. Quiri, Amanda M. Quigley, or Andrea Haight of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Five Million and 00/100 ***** Dollars (**\$5,000,000.00**). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



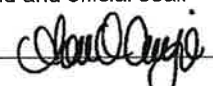
By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of November, 2024.

Corporate Seals
Bond No. 1001200148
Agency No. 19903 - PDF POA




Kio Lo, Assistant Secretary

HCCSMANPOA02/2023

visit tmhcc.com/surety for more information



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	JPAYNE ORGANIZATION
Address	2655 AIRPORT BLVD MOBILE AL 36606
Telephone	251-471-0001
E-Mail	J.Payne@live.com

RFP/RFQ Solicitation Number	Project # PR-087-21 PR-087-23
Project Description	SPRINGHILL RECREATION CENTER STAGE & CLASSROOM IMPROVEMENTS
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 4 Female 1 Minority 4 Non-minority 1 SDVO
Total # of Employees	5

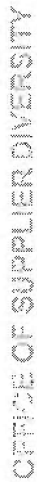
Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joseph Payne
Signature:  Date: 10/8/24
Title: Owner

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

Name: Joseph Payne Title: Owner
Email: J.Payne@live.com Phone: 251-471-0001

Subcontractor/Supplier Plan



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company JPayne Organization Bid/Proposal Amount \$ 242000

Date:

Date	Description
10/8/24	SPRINGHILL RECREATION CENTER STAGE & CLASSROOM

Name of Bidder/Proposer: JPayne Organization

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: JPayne Organization

Contact Person: Joseph Payne Phone 251-471-0001 Email J.Payne@live.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
	X	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		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
X		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.
X		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.
X		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.)
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	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

X		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.	
	X	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.	
	X	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. _____



JPayne Organizations, LLC	
Entity ID Number	000-429-657
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/26/2009
Registered Agent Name	PAYNE, JOSEPH
Registered Office Street Address	5253 HWY 90 B MOBILE, AL 36619
Registered Office Mailing Address	Not Provided
Nature of Business	ACQUIRE/OWN/LEASE/MANAGE/RENT REAL PROPERTY
Members	
Member Name	PAYNE, JOSEPH
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Report Year	2010 2011 2012 2015 2016 2017 2018 2019 2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/26/2009 Certificate of Formation 2 pgs.

Browse Results

New Search



Company ID Number: 468942
Client Company ID Number: 685566

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer jpayne organization

Joseph Payne
Name (Please Type or Print)

Signature

Owner

Title

6/26/13

Date

E-Verify Employer Agent Alabama Department of Homeland Security

Donyelle Marshall

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/26/2013

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name:jpayne organization

Company ID Number: 468942
Client Company ID Number: 685566

Company Facility Address: 2655 airport blvd

mobile, AL 36606

County or Parish: MOBILE

Employer Identification
Number: 202394360

North American Industry
Classification Systems
Code: 813

Administrator: Joseph Payne

Number of Employees: 1 to 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2024

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 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 Advanced Insurance Resources, Inc. P. O. Box 9787 Mobile, AL 36691	CONTACT NAME: PHONE (A/C No, Ext): 251-660-0076 FAX (A/C No): 251-660-1594 E-MAIL ADDRESS:																					
INSURED JPayne Organization, LLC 2655 AIRPORT BLVD MOBILE, AL 36606	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>CRC/Evanston Ins Co</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	CRC/Evanston Ins Co		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X	X	3AA821539	09/04/24	09/04/25	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Contractual liability						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Project Name: Springhill Recreation Center - Stage & Classroom Improvements
Project # PR-087-23

City of Mobile is included as additional insured with respect to general liability this policy shall be primary and non contributory with waiver of subrogation, included 30 day notice of cancellation for non renewal or material change shall apply (except 10 days for non payment) per the blanket additional insured endorsement per written contract

CERTIFICATE HOLDER City of Mobile P O Box 1827 Mobile, Alabama 36633-1827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Richard F Thompson Sr.</i>
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2024

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  STATE FARM INSURANCE STEVE HOLLEY, AGENT 7221 GRELOT RD STE A MOBILE AL 36695	CONTACT NAME: ASHLEY BUTLER PHONE (A/C, No, Ext): 2517767797 FAX (A/C, No): 2517767705 E-MAIL ADDRESS: ASHLEY.BUTLER.M1KU@STATEFARM.COM	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company		25178
INSURED JPAYNE ORGANIZATION, LLC JOSEPH PAYNE 2655 AIRPORT BLVD MOBILE AL 36606	INSURER B:	☐
	INSURER C:	☐
	INSURER D:	☐
	INSURER E:	☐
	INSURER F:	☐

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

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

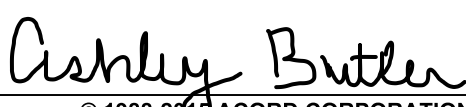
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	225 8175-E20-01C	05/20/2024	11/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$ \$
B	UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCUR ☒ CLAIMS-MADE ☐	Y	Y	01-BZ-M431-8	04/29/2024	04/29/2025	EACH OCCURRENCE AGGREGATE \$ 2,000,000 \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$

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

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

Springhill Recreation Center - Stage & Classroom Improvements Project # PR-087-23

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO BOX 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2024

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.

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PRODUCER Millsaps Insurance Agency 519 Azalea Road Mobile, AL 36609	CONTACT NAME: Stacy P. Baria, CISR PHONE (A/C, No, Ext): (251)344-0427 E-MAIL ADDRESS: stacy@millsapsinsurance.com FAX (A/C, No): (251)380-0002
INSURED Joseph Payne DBA: JPayne Organizations, LLC 2655 Airport Blvd. Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: Alabama Home Builders Self Insured Fund INSURER B: Safety National Casualty Corporation INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 15105

COVERAGES

CERTIFICATE NUMBER: 00010690-698216

REVISION NUMBER: 11

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	37211	01/01/2024	12/31/2024	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Work Comp Excess			SP4067497	01/01/2024	12/31/2024	Aggregate 1,000,000

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

Springhill Recreation Center - Stage & Classroom Improvements
Project # PR-087-23

By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (SPB)
--	--

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate **\$8,300.00** to Africatown Community Development Corporation, from District 2 Discretionary Fund (10041020 42080); and*

WHEREAS, *Africatown Community Development Corporation, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Africatown Community Development Corporation, *will be used to assist with to assist with the efforts to eradicate blight within the community, mowing, plowing, and maintenance of Jakes Lane Community Garden and the Kidd Park Mural.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$8,300.00** to Africatown Community Development Corporation, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 09-1182

REVIEWERS:

Lana Gauthier

Lana Gauthier

09-1182

2024

RESOLUTION

Sponsored by Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the sum of \$ 1,344,375.50 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) for the following Capital Projects:

C0976 Civic Center New Const & Demo	\$ 1,344,375.50
-------------------------------------	-----------------

Adopted:

City Clerk

**AN ORDINANCE TO AMEND
CHAPTER 28 – HOUSING – OF THE MOBILE CITY CODE**

Sponsored by: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (“City”) wishes to amend Chapter 28 – HOUSING, ARTICLE V. – RESIDENTIAL CODE, Sec. 28-52. – Amendments. - of the Mobile City Code;

WHEREAS, the City wishes to amend the Coastal Construction Code Supplement (CCCS) contained in Chapter 28, Article V, with regard to Chapter 9. Roof Assemblies – S7 Continuous Load Path; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following Ordinance is adopted to amend the “CCCS” located in Chapter 28, of the Code of the City of Mobile, Alabama, 1991, as follows:

The following provision located in the Roof Assemblies – S7 Continuous Load Path currently reads as follows:

A continuous load path shall be provided to transfer all lateral and vertical loads from the roof, wall, and floor systems to the foundation. All residential structures proposed for locations with an ultimate wind speed of greater than 115 mph shall have the structural design depicting the load path and all connections signed and sealed by a State-based, registered, licensed professional engineer.

The above provision shall be amended to read as follows:

A continuous load path shall be provided to transfer all lateral and vertical loads from the roof, wall, and floor systems to the foundation. All new residential homes and additions greater than 400 sq.ft. proposed for locations with an ultimate wind speed of greater than 115 mph shall have the structural design depicting the load path and all connections signed and sealed by a State-based, registered, licensed professional engineer/architect.

Additionally, Section S8.2 Opening Protection Impact Requirements, currently reads as follows:

All glazing in exterior windows and doors (including sliding glass doors, garage doors, and entry doors, etc.) shall be impact rated or protected by a system that is impact-rated as defined in this section.

Where the ultimate design wind speed is 115 mph or greater (i.e., hurricane-prone regions), openings and opening covers must be impact rated in accordance with the following tests and requirements:

- Large Missile D (8 lb 2x4 impacting end on at 50 ft/sec) as defined in ASTM E1996 and ASTM E 1886 or AAMA 506 (AAMA is also known as FGIA)
- The Florida Building Code Testing Application Standards TAS 201 and TAS 203
- Where ultimate design wind speeds are less than 130 mph, protective systems that provide at least the level of protection of wood structural panels with a minimum thickness of 7/16 in. and a maximum span of 44 in. between lines of fasteners are permitted to be used as removable opening protection. Panels shall be pre-cut and predrilled as required for the anchorage method, and all required hardware shall be provided. Wood structural panels shall extend a minimum of 1-inch beyond the centerline of fasteners. Permanent corrosion-resistant attachment hardware with anchors permanently installed on the building must be provided. The attachment schedule must be, at a minimum, in accordance with Table S5.

The above provision shall be amended to read as follows:

All glazing in exterior windows and doors (including sliding glass doors, garage doors, and entry doors, etc.) shall be impact rated or protected by a system that is impact-rated as defined in this section.

Where the ultimate design wind speed is 115 mph or greater (i.e., hurricane-prone regions), openings and opening covers must be impact rated in accordance with the following tests and requirements:

- Large Missile D (8 lb 2x4 impacting end on at 50 ft/sec) as defined in ASTM E1996 and ASTM E 1886 or AAMA 506 (AAMA is also known as FGIA)
- The Florida Building Code Testing Application Standards TAS 201 and TAS 203
- Where ultimate design wind speeds are 160 mph or less, protective systems that provide at least the level of protection of wood structural panels with a minimum thickness of 7/16 in. and a maximum span of 44 in. between lines of fasteners are permitted to be used as removable opening protection. Panels shall be pre-cut and pre-drilled as required for the anchorage method, and all required hardware shall be provided. Wood structural panels shall extend a minimum of 1-inch beyond the centerline of fasteners. Permanent corrosion-resistant attachment hardware with anchors permanently installed on the building must be provided. The attachment schedule must be, at a minimum, in accordance with Table S5.
- Any other approved method.

All other sections of Chapter 28 remain in effect. No other provision of the Coastal Construction Code Supplement S-7, is altered by this amendment.

Severability. In the event that any subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof2024, to read as follows:

Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Effective Date. This Ordinance shall be in full force and effect within the City of Mobile and its police jurisdiction from and after its adoption and publication as required by law.

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 2660 Old Shell Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 5, 2024**, a public hearing will be held on the **10th** day of **December**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 2660 Old Shell Road from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban 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.

Sponsored by: Councilmember Cory Penn

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

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

LOT 1, WINSTON HEIGHTS SUBDIVISION, AS RECORDED IN MAP BOOK 136 PAGE 91, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

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

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of December, 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 13th day of November, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2660 Old Shell Road.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Urban District and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Business Urban District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-2 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-2 districts until the following conditions have been complied with: 1. 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.

Sponsored by: Councilmember Cory Penn

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

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

LOT 1, WINSTON HEIGHTS SUBDIVISION, AS RECORDED IN MAP BOOK 136 PAGE 91, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **R-1, Single-Family Residential Urban District** and **B-2, Neighborhood Business Urban District**, to **B-2, Neighborhood Business Urban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business Urban District** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business Urban District** until all of the conditions set forth below have been complied with: **1. 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

**Rasp, LLC
2660 Old Shell Road
Council District 1
Cory Penn**



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2660 Old Shell Road
ZON-UDC-03085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Urban 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) Will not adversely impact neighboring properties; and
 - (4) Will not 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,
- 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.

ZON-UDC-003085-2024 2660 Old Shell Road
October 21, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property to B-2, Neighborhood Business Urban District, subject to the following conditions:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$272.08**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

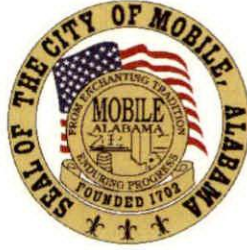
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning



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

October 30, 2024

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on October 17, 2024 considered the request of **Rasp, LLC** for a change in zoning from **R-1, Single-Family Residential Urban District and B-2, Neighborhood Business Urban District**, to **B-2, Neighborhood Business Urban District**, for the property located at **2660 Old Shell 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



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2660 Old Shell Road
ZON-UDC-03085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Urban 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) Will not adversely impact neighboring properties; and
 - (4) Will not 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,
- 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.

ZON-UDC-003085-2024 2660 Old Shell Road
October 21, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property to B-2, Neighborhood Business Urban District, subject to the following conditions:

1. Full compliance with all municipal codes and ordinances.

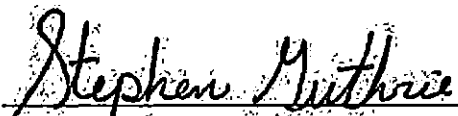
The advertising fee for this application based on the current legal description is **\$272.08**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 2660 Old Shell Road
ZON-UDC-003085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 2660 Old Shell Road
ZON-UDC-003085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 9/25/2024

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

Neighborhood Meeting Date: 9/24/2024

Neighborhood Meeting Time: 4:15 PM

Neighborhood Meeting Location: Dumas Wesley Community Center

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

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

Applicant's Name: RASP LLC by BYRD SURVEYING
(First Name & Last Name)

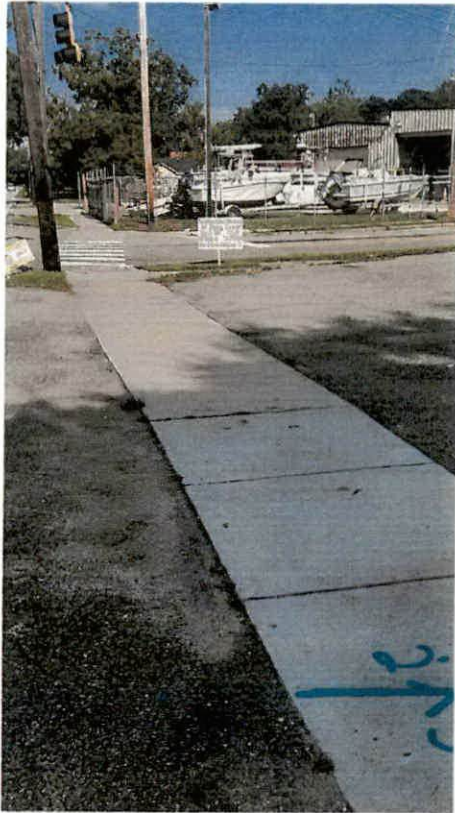
Applicant's signature attesting to the accuracy of the documentation provided:

X [Signature] Date: 9/25/2024

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



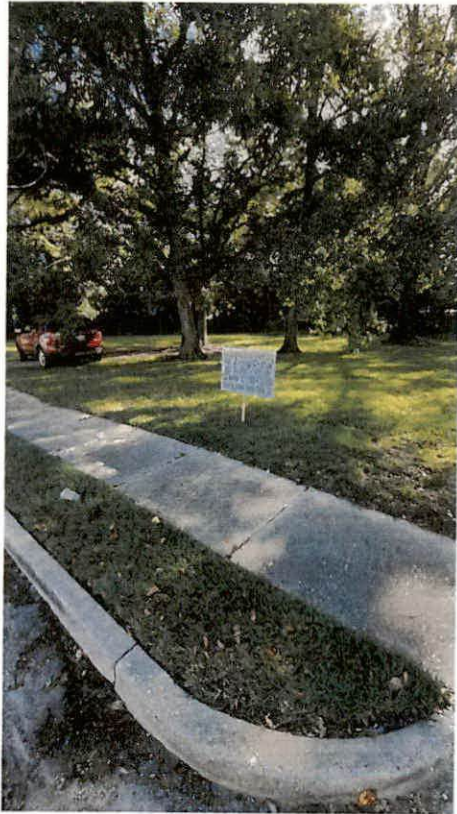
September 13, 2024



September 13, 2024



September 13, 2024



September 13, 2024

lyrd Surveying 609 Halls Mill Road Mobile, AL 36606	Rasp, LLC P. O. Box 1967 Mobile, AL 36633	Mary K. Cross, DVM 2658 Old Shell Road Mobile, AL 36607
SJL Investments 2, LLC 393 Noel Drive Atlanta, GA 30319	Caitlyn B. Bailey 10750 Wulff Road S. Semmes, AL 36575	Ross & Anicia Delfierro 1562 Stone Hedge Drive W. Mobile, AL 36695
avis J. Mallis 17 Hyland Avenue Mobile, AL 36607	Larry O Scott 6501 Canebroke Road Mobile, AL 36695	Carol Ann K. Templet c/o James D. Kahalley 690 Zeigler Circle W. Mobile, AL 36608
tinya Stallworth 50 Wildwood Avenue Mobile, AL 36609	Janet & Russell Wilson 125 Hyland Avenue Mobile, AL 36607	Robert R. Thompson 129 Hyland Avenue Mobile, AL 36607
William J. Glover 31 Hyland Avenue Mobile, AL 36607	Dumas Wesley Community Center 126 Mobile Street Mobile, AL 36607	Rachel & Katherine Whiteley 126 Hyland Avenue Mobile, AL 36607
Donald & Thea Wiley 95 Zillock Road Bernito, TX 78586	Church Hill, LLC 504 Highland Woods Dr. W. Mobile, AL 36608	John Kelly & Beth Kaska 118 Hyland Avenue Mobile, AL 36607
Ilie C. Gaines 6 Hyland Avenue Mobile, AL 36607	Zeinab Hamade 114 Hyland Avenue Mobile, AL 36607	Cordale Helton 112 Hyland Avenue Mobile, AL 36607
andon & Jessica Kirksey 00 Wales Dr., Apt. 102 Virginia Beach, VA 23452	SMBC Leasing & Finance, Inc. 277 Park Avenue New York, NY 10172	Tacon Place, LLC 27980 Canal Road Orange Beach, AL 36561
Artha E. Autrey O. Box 6122 Warfield, UT 84089	Gary Coleman 76 Mobile Street Mobile, AL 36607	Cushing FLP 2653B Old Shell Road Mobile, AL 36607
57 Old Shell Road, LLC 52 Dauphin St., Suite E Mobile, AL 36608	UMS-Wright Corporation 65 Mobile Street Mobile, AL 36607	Dumas-Wesley Community 2732 Mill Street Mobile, AL 36607

Edward & Deborah Melech
704 Old Shell Road
Mobile, AL 36607

Warrior Development, LLC
60 Kingsway
Mobile, AL 36608

Eugene McCreary
104 Randolph Street
Mobile, AL 36607

Lara Mae Tyler
713 S. 33rd Street
Omaha, NE 68107

Wilson Hale, Jr.
1104 Houston Street
Mobile, AL 36606

Arthur & Mary Ann Abrams, Jr.
611 Rickarby Street
Mobile, AL 36606

Barth Morris
11 Rickarby Street
Mobile, AL 36606

Bertha Johnson
c/o Lillie Cooksey
4458 Spire Street
Antioch, CA 94531



Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

September 4, 2024

Dear Neighbor,

The owner of 2660 Old Shell Road is proposing to build a neighborhood friendly restaurant on this site. The property is currently zoned R-1 & B-2 and the request is for B-2 zoning for the whole site. This rezoning request was previously approved by the Planning Commission but was not finalized at that time and the approval has expired.

There will be neighborhood meeting on September 24th at 4:15 p.m. at the Senior Center at Dumas-Wesley Community Center located at 126 Mobile Street where the proposed plans will be further explained.

Sincerely,

Gerald D. Byrd
GDB/kpg

①

Neighborhood Meeting

Date: 9/24/2024

Time: 4:15 PM

Location of Neighborhood Meeting: SENIOR CENTER
DUMAS WESLEY COMMUNITY CENTER

Project Location: _____

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

R-1 & B-2 TO B-2

Applicant's Signature Attesting to the Accuracy of This Sheet:

x [Signature] Date: 9/24/24

Please Sign In:

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

(3)

Neighborhood Meeting Sign-in Sheet

Date: 7/24/2024
Applicant: RASP, LLC

Meeting Location: San Gen. Dennis Wesley Center
Application(s): _____

Name: Janet Wilson Email: jubilae.photoinfo@gmail.com
Address: 125 Highland Ave Phone: 251-626-0380

Name: Kegsha Brown Email: kegsha.brown@cityofmobile.org
Address: _____ Phone: 251-487-0968

Name: David Rapp Email: drapp@raspgroup.com
Address: 1312 Chondell Dr NW Phone: 251-204-5292
36602

Name: Kate Carver Email: kcarver@dumaswestly.org
Address: 126 Mobile St Phone: 251-479-0049

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

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

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

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

Neighborhood Meeting Summary

Meeting Date: 9/24/2024

Meeting Time: 4:15 PM

Meeting Location: DUMAS NOBLEY
COMMUNITY CENTER

Below is a summary of the proposed project presented at the Neighborhood Meeting:

REMOVING 2 CLASSIFICATIONS INTO A SINGLE ZONE
CLASSIFICATION TO CONSTRUCT RESTAURANT

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

PROPOSED SITE PLAN

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

MEETING BEGAN @ 4:20 PM WITH 5 PEOPLE IN ATTENDANCE
WHICH INCLUDED THE OWNER AND MYSELF. 2 NEIGHBORS WERE
IN ATTENDANCE. WE DISCUSSED THE PROPOSAL, THE MENU
AND HOURS OF OPERATION OF THE RESTAURANT. EVERYONE
WAS AGREEABLE WITH THE DEVELOPMENT OF A RESTAURANT

Neighborhood Meeting Summary

Date: 9/24/2024
Applicant: KLSP LLC

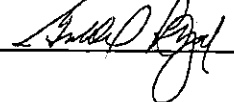
Meeting Location: Duane Street Comm Center
Application: _____

(Meeting summary, continued)

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 5:15 PM

Applicant's signature attesting to the accuracy of this summary:

X  Date: 9/25/2024

LEGAL DESCRIPTION

LET I, WESLEY HEDRITS SUBDIVISION, AS RECORDED IN MAP BOOK 138 PAGE 91, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA,

WINNING

1175
N 12° 2' 34" W
PAGE 80
PLAT 1

3-R-ZONING

PROPOSED B-2 ZONING

Mobile Street

B-2 ZONING

50' R/W

145.0

EXISTING B-2 ZONING

ZONING

PRIVACY FENCE REQUIRED

HYLAND PLACE
DEED BOOK III PAGE

	REF. LUGOD	Deschampsia
186	22	186-187
187	22	188-189
188	22	190-191
189	22	192-193
190	22	194-195
191	22	196-197
192	22	198-199
193	22	200-201
194	22	202-203
195	22	204-205
196	22	206-207
197	22	208-209
198	22	210-211
199	22	212-213
200	22	214-215
201	22	216-217
202	22	218-219
203	22	220-221
204	22	222-223
205	22	224-225
206	22	226-227
207	22	228-229
208	22	230-231
209	22	232-233
210	22	234-235
211	22	236-237
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217	22	248-249
218	22	250-251
219	22	252-253
220	22	254-255
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222	22	258-259
223	22	260-261
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225	22	264-265
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227	22	268-269
228	22	270-271
229	22	272-273
230	22	274-275
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287	22	388-389
288	22	390-391
289	22	392-393
290	22	394-395
291	22	396-397
292	22	398-399
293	22	400-401
294	22	402-403
295		

BUILDING	= 2,697 SF
OPEN PORCH	= 725 SF
DECK	= 365 SF
TOTAL	= 3,787 SF

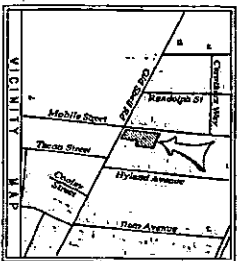
REZONING FOR
WINSTON HEIGHTS
SUBDIVISION

SMITH CLARK & ASSOCIATES OF MOBILE, DBA,
BYRD SURVEYING

MOBILE, ALABAMA
BYRD-BYRD SURVEYING BIZ
SEPTEMBER 12, 2024

TOTAL AREA	2,004.97
WATERWAYS REQUIRED	1,402.57
WATERWAYS REMOVED	1,402.57
NET WATERWAYS REQUIRED	0.00
NET LANDSWAYS REQUIRED (60% OF 1312.57)	787.54
NET LANDSWAYS REMOVED	1,189.57
NET LANDSWAYS REQUIRED	-402.03
FACILITIES:	
REMOVED	-13 SPACES
REQUIRED	38 SPACES
REMOVED	25 SPACES
REQUIRED	2 SPACES

ALL REMOVED PARKING SPACES ARE 8' X 16'



Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

September 4, 2024

Dear Neighbor,

The owner of 2660 Old Shell Road is proposing to build a neighborhood friendly restaurant on this site. The property is currently zoned R-1 & B-2 and the request is for B-2 zoning for the whole site. This rezoning request was previously approved by the Planning Commission but was not finalized at that time and the approval has expired.

There will be neighborhood meeting on September 24th at 4:15 p.m. at the Senior Center at Dumas-Wesley Community Center located at 126 Mobile Street where the proposed plans will be further explained.

Sincerely,

Gerald D. Byrd
GDB/kpg

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

Rasp, LLC

P. O. Box 1967
Mobile, AL 36633

Mary K. Cross, DVM
2658 Old Shell Road
Mobile, AL 36607

ASJL Investments 2, LLC
1393 Noel Drive
Atlanta, GA 30319

Caitlyn B. Bailey
10750 Wulff Road S.
Semmes, AL 36575

Ross & Anicia Delfierro
1562 Stone Hedge Drive W.
Mobile, AL 36695

Davis J. Mallis
117 Hyland Avenue
Mobile, AL 36607

Larry O Scott
6501 Canebrake Road
Mobile, AL 36695

Carol Ann K. Templet
c/o James D. Kahalley
690 Zeigler Circle W.
Mobile, AL 36608

Etinyia Stallworth
960 Wildwood Avenue
Mobile, AL 36609

Janet & Russell Wilson
125 Hyland Avenue
Mobile, AL 36607

Robert R. Thompson
129 Hyland Avenue
Mobile, AL 36607

William J. Glover
131 Hyland Avenue
Mobile, AL 36607

Dumas Wesley Community Center
126 Mobile Street
Mobile, AL 36607

Rachel & Katherine Whiteley
126 Hyland Avenue
Mobile, AL 36607

Donald & Thea Wiley
1195 Zillock Road
San Bernito, TX 78586

Church Hill, LLC
504 Highland Woods Dr. W.
Mobile, AL 36608

John Kelly & Beth Kaska
118 Hyland Avenue
Mobile, AL 36607

Sallie C. Gaines
116 Hyland Avenue
Mobile, AL 36607

Zeinab Hamade
114 Hyland Avenue
Mobile, AL 36607

Cordale Helton
112 Hyland Avenue
Mobile, AL 36607

Brandon & Jessica Kirksey
4100 Wales Dr., Apt. 102
Virginia Beach, VA 23452

SMBC Leasing & Finance, Inc.
277 Park Avenue
New York, NY 10172

Tacon Place, LLC
27980 Canal Road
Orange Beach, AL 36561

Martha E. Autrey
P. O. Box 6122
Clearfield, UT 84089

Gary Coleman
76 Mobile Street
Mobile, AL 36607

Cushing FLP
2653B Old Shell Road
Mobile, AL 36607

2657 Old Shell Road, LLC
3662 Dauphin St., Suite E
Mobile, AL 36608

UMS-Wright Corporation
65 Mobile Street
Mobile, AL 36607

Dumas-Wesley Community
2732 Mill Street
Mobile, AL 36607

Howard & Deborah Melech
2704 Old Shell Road
Mobile, AL 36607

Warrior Development, LLC
60 Kingsway
Mobile, AL 36608

Eugene McCreary
104 Randolph Street
Mobile, AL 36607

Clara Mae Tyler
4713 S. 33rd Street
Omaha, NE 68107

Wilson Hale, Jr.
1104 Houston Street
Mobile, AL 36606

Arthur & Mary Ann Abrams, Jr.
611 Rickarby Street
Mobile, AL 36606

Laruth Morris
611 Rickarby Street
Mobile, AL 36606

Bertha Johnson
c/o Lillie Cooksey
4458 Spire Street
Antioch, CA 94531

Byrd Surveying 2609 Halls Mill Road Mobile, AL 36606	Rasp, LLC P. O. Box 1967 Mobile, AL 36633	Mary K. Cross, DVM 2658 Old Shell Road Mobile, AL 36607
ASJL Investments 2, LLC 1393 Noel Drive Atlanta, GA 30319	Caitlyn B. Bailey 10750 Wulff Road S. Semmes, AL 36575	Ross & Anicia Delfierro 1562 Stone Hedge Drive W. Mobile, AL 36695
Davis J. Mallis 117 Hyland Avenue Mobile, AL 36607	Larry O Scott 6501 Canebrake Road Mobile, AL 36695	Carol Ann K. Templet c/o James D. Kahalley 690 Zeigler Circle W. Mobile, AL 36608
Etinyia Stallworth 960 Wildwood Avenue Mobile, AL 36609	Janet & Russell Wilson 125 Hyland Avenue Mobile, AL 36607	Robert R. Thompson 129 Hyland Avenue Mobile, AL 36607
William J. Glover 131 Hyland Avenue Mobile, AL 36607	Dumas Wesley Community Center 126 Mobile Street Mobile, AL 36607	Rachel & Katherine Whiteley 126 Hyland Avenue Mobile, AL 36607
Donald & Thea Wiley 1195 Zillock Road San Bernito, TX 78586	Church Hill, LLC 504 Highland Woods Dr. W. Mobile, AL 36608	John Kelly & Beth Kaska 118 Hyland Avenue Mobile, AL 36607
Sallie C. Gaines 116 Hyland Avenue Mobile, AL 36607	Zeinab Hamade 114 Hyland Avenue Mobile, AL 36607	Cordale Helton 112 Hyland Avenue Mobile, AL 36607
Brandon & Jessica Kirksey 4100 Wales Dr., Apt. 102 Virginia Beach, VA 23452	SMBC Leasing & Finance, Inc. 277 Park Avenue New York, NY 10172	Tacon Place, LLC 27980 Canal Road Orange Beach, AL 36561
Martha E. Autrey P. O. Box 6122 Clearfield, UT 84089	Gary Coleman 76 Mobile Street Mobile, AL 36607	Cushing FLP 2653B Old Shell Road Mobile, AL 36607
2657 Old Shell Road, LLC 3662 Dauphin St., Suite E Mobile, AL 36608	UMS-Wright Corporation 65 Mobile Street Mobile, AL 36607	Dumas-Wesley Community 2732 Mill Street Mobile, AL 36607

Howard & Deborah Melech
2704 Old Shell Road
Mobile, AL 36607

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60 Kingsway
Mobile, AL 36608

Eugene McCreary
104 Randolph Street
Mobile, AL 36607

Clara Mae Tyler
4713 S. 33rd Street
Omaha, NE 68107

Wilson Hale, Jr.
1104 Houston Street
Mobile, AL 36606

Arthur & Mary Ann Abrams, Jr.
611 Rickarby Street
Mobile, AL 36606

Laruth Morris
611 Rickarby Street
Mobile, AL 36606

Bertha Johnson
c/o Lillie Cooksey
4458 Spire Street
Antioch, CA 94531



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, DAVID RASP, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of RASP, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 2660 OLD SHELL ROAD.

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

RYRD SURVEYING

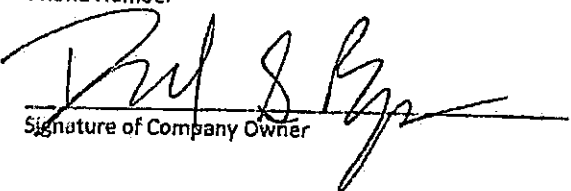
Designee (1)

ryrd@surveying.biz

Email

251-476-5010

Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

9/12/24
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | info@buildmobile.org | 251-208-5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022



City of Mobile • Planning & Zoning Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits
Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments
Checklist B

☐ Planned Development
Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development
Checklist D

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

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

	Applicant	Agent (if Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org Phone: 251-203-6895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm, Wednesday: 8 am - 1 pm

Revised February 2023

	Owner	Design Professional
Name:	DAVID RASP	GERALD D. BYRD
Firm:	RASP, LLC	BYRD SURVEYING
Phone:	251-209-5292	251-476-5010
Email:	drasp@raspgroup.com	byrd@byrdsurveying.biz
Address:	P. O. BOX 1967, MOBILE, 36633	2609 HALLS MILL ROAD, MOBILE 36606

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

2660 OLD SHELL ROAD

38834 SF

Property Address

KEY #00770685

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

R-1 & B-2 URBAN

B-2 URBAN

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

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

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: 251-209-1414 or 251-209-5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

THE SOUTH PORTION OF THIS PROPERTY HAS BEEN ZONED B-2 FOR MANY YEARS AND WAS DEVELOPED WITH A RESTAURANT / GRILL.

TRADITIONAL MIXED USE CORRIDOR & TRADITIONAL CENTER
Future Land Use Map (FLUM) Designation

B-2 URBAN
Requested Zoning

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

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

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

B-2 ZONING FOR THIS PROPERTY WAS APPROVED BY THE PLANNING COMMISSION IN 2017 BUT WAS NEVER ADVERTISED AND APPROVED BY THE CITY COUNCIL.

Build Mobile, 5000 Hwy 1827, Mobile, Alabama 36639
For more information: 256-233-2222 (Mobile) | 1-800-866-5155 (toll-free)
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 5 pm; Wednesday: 8 am - 1 pm

Revised February 2023

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

1. Describe the current development trends in the area of the property.
THERE HAS NOT BEEN ANY DEVELOPMENT IN THIS AREA IN RECENT YEARS.

2. Describe the surrounding land uses.

TO THE NORTH IS DUMAS-WESLEY CENTER. TO THE WEST IS THE DUMAS-WESLEY CENTER, AN UNOCCUPIED DWELLING, AND A FIBERGLASS BOAT REPAIR. TO THE SOUTHWEST IS UMS-WRIGHT SCHOOL. TO THE SOUTH WAS A RADIATOR REPAIR BUSINESS. ADJOINING ON THE EAST IS AN ANIMAL HOSPITAL.

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

SINCE THIS WAS PREVIOUSLY DEVELOPED AS A RESTAURANT / GRILL, THERE SHOULD NOT BE ANY ADVERSE AFFECTS ON ADJACENT PROPERTIES.

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

ADEQUATE INFRASTRUCTURE IS IN PLACE.

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

OUR PROPOSAL WILL PROVIDE A NEW RESTAURANT FOR THE NEIGHBORS AND COMMUNITY THAT WILL OFFER DIFFERENT MENU CHOICES THAN THE RESTAURANTS THREE BLOCKS EAST AT FLORIDA STREET.

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

Build Mobile, PO Box 1027, Mobile, Alabama 36633

For more information, visit us online at www.buildmobile.org or call 251-208-5895

Visit our Help Window at Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am - 5 pm, Wednesday: 8 am - 2 pm

Revised February 2023



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2660 Old Shell Road
ZON-UDC-03085-2024
Revised Winston Heights Subdivision
Rasp, LLC
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Urban 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) Will not adversely impact neighboring properties; and
 - (4) Will not 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,
- 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.

ZON-UDC-003085-2024 2660 Old Shell Road
October 21, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property to B-2, Neighborhood Business Urban District, subject to the following conditions:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$272.08**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



Agenda Item # 9
SUB-003086-2024 & ZON-UDC-003085-2024

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:
2660 Old Shell Road

Subdivision Name:
Revised Winston Heights Subdivision

Applicant / Agent:
Rasp, LLC

Property Owners:
Rasp, LLC

Current Zoning:
R-1, Single-Family Residential Urban District &
B-2, Neighborhood Business Urban District

Proposed Zoning:
B-2, Neighborhood Business Urban District

Future Land Use:
Traditional Center and Traditional Mixed-Use Corridor

- Applicable Codes, Policies, and Plans:**
- Unified Development Code
 - Subdivision Regulations
 - Map for Mobile Comprehensive Plan
- Proposal:**
- Subdivision approval to create one (1) legal lot of record.
 - Rezoning from R-1 & B-2 to B-2.
 - 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 eight (8) conditions; and
 2. Rezoning with one (1) condition.

Report Contents:	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units to the west and residential units to the east.

APPLICATION NUMBER	9	DATE	October 17, 2024
APPLICANT	Revised Winston Heights Subdivision		
REQUEST	Subdivision, Rezoning from R-1 and B-2 to B-2		
 NTS			

SITE HISTORY

The subject site was assigned R-1 and B-2 zoning classifications with the adoption of the 1967 Zoning Ordinance.

In March 2017, the Commission approved Winston Heights Subdivision for the site, a one-lot subdivision, and an accompanying Rezoning request from R-1 and B-2 to B-2 to eliminate split zoning within the subdivision. The subdivision approval was not conditioned upon the completion of the rezoning process prior to signing the Final Plat, and the subdivision was recorded. The Rezoning was never completed.

The site has never had any cases before the Board of Zoning Adjustment

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. Provide reference, on the map and the description, to a monumented corner.
- C. Provide and label the monument set or found at each subdivision corner.
- D. Add a graphic scale.
- E. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- F. Provide the Surveyor's Certificate.
- G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 –14,500 sf.
- H. Add a note that 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.
- I. Add a note that 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.
- J. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- K. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- L. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- M. 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. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from an existing legal lot of record. The site is served by public water and sanitary sewer.

As previously mentioned, the site was made a legal lot of record via Winston Heights Subdivision in 2017, under the previous Subdivision Regulations. As the Subdivision Regulations adopted in March 2023 are closely tied to the Unified Development Code (UDC) and offer more flexibility in front yard setback, the applicant desires to amend the previously recorded plat to provide more usable site area.

The site has frontage along Old Shell Road and Mobile Street. Old Shell Road is a component of the Major Street Plan with a compliant 50-foot right-of-way; therefore, no dedication would be required along Old Shell Road. Mobile Street no longer is a component of the Major Street Plan, having been removed in the May 2017 map amendment. Thus the 50-foot right-of-way is sufficient. A 25-foot corner radius at the intersection of Old Shell Road and Mobile Street was dedicated with the recording of that subdivision. The right-of-way widths of Old Shell Road and Mobile Street should be retained on the Final Plat, if approved.

Winston Heights Subdivision was recorded with the then-required 25-foot minimum building setback line along Old Shell Road, and a 20-foot minimum building setback line along Mobile Street. However, as the Unified Development Code (UDC) now requires only a 10-foot minimum building setback line along street frontages in a B-2, Neighborhood Business Urban District, the revised plat depicts this change. This should be retained on the Final Plat, if approved.

The proposed lot meets the minimum size requirements of the Subdivision Regulations, and the lot size label in both square feet and acres should be retained on the final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

If approved, the subdivision would result in the lot being split-zoned, R-1 and B-2. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in the lot being split-zoned R-1 and B-2. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is that the South portion of the site has been zoned B-2 for many years and was developed as a restaurant/grill. In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

The site is bordered along Old Shell Road by other B-2 properties in commercial use; to the North by a B-1, Buffer Business Urban District property used as a community center; to the West across Mobile Street by B-2 properties in commercial and two-family residential use, and R-3 properties as multi-family residential use; and to the East by R-1 properties in single-family residential use to the North of the B-2 properties along Old Shell Road.

The site plan submitted indicates compliance with the vehicular parking, landscaping, residential protection buffer and dumpster requirements of the Unified Development Code (UDC). The site plan should be revised for the permitting review process to provide two (2) bicycle parking spaces as required by the UDC, and to provide tree planting calculations as per the UDC.

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, the following conditions could apply:

1. Retention of the right-of-way widths of Old Shell Road and Mobile Street on the Final Plat;
2. Retention of the 10-foot minimum building setback line along both street frontages;
3. Retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
4. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. 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 Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

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

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

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (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 condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE October 17, 2024

APPLICANT Revised Winston Heights Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE October 17, 2024

APPLICANT Revised Winston Heights Subdivision

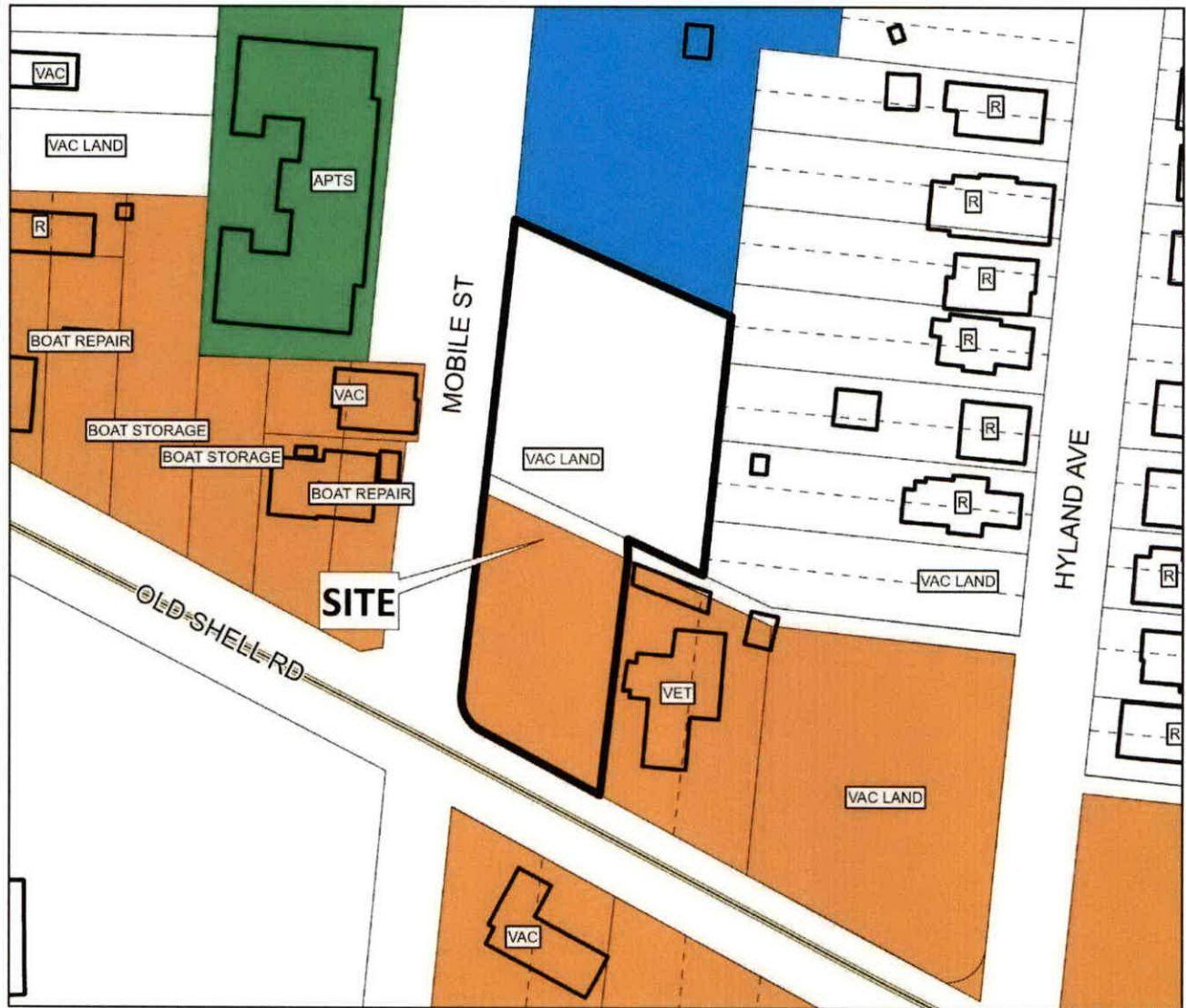
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the west and residential units to the east.

APPLICATION NUMBER 9 DATE October 17, 2024

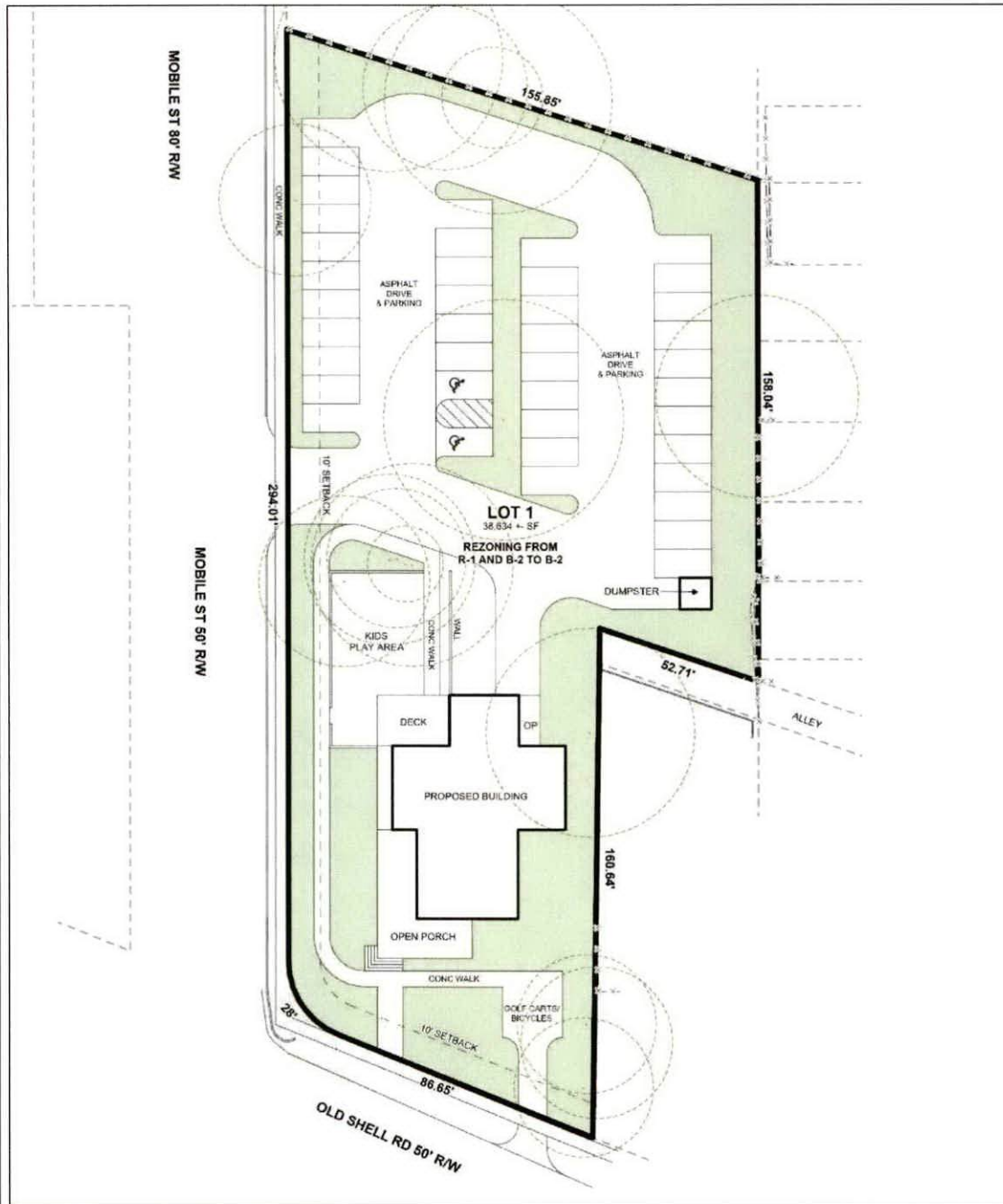
APPLICANT Revised Winston Heights Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

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



SITE PLAN



The site plan illustrates the proposed building, parking, drives, and setbacks.

APPLICATION NUMBER 9 DATE October 17, 2024

APPLICANT Revised Winston Heights Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2



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

Zoning District Correspondence Matrix

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

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

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 674 Western Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 5, 2024**, a public hearing will be held on the **10th** day of **December**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the rezoning of property located at 674 Western Drive from B-1, Buffer Business Suburban District, to B-3, Business 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.

Sponsored by: Councilmember Cory Penn

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

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

LOT 250, REVISION AND EXTENSION TO LIBERTY PARK, AS RECORDED IN MAP BOOK 4, PAGES 66-67 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-1, Buffer Business Suburban District to B-3, Community Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Suburban District provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Suburban District until all of the conditions set forth below have been complied with: 1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and 2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of December, 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 13th day of November, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 674 Western Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from B-1, Buffer Business Suburban District to B-3, Community Business 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 B-3 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-3 districts until the following conditions have been complied with: 1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and 2. Full compliance with all municipal codes and ordinances.

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

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

Sponsored by: Councilmember Cory Penn

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

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

LOT 250, REVISION AND EXTENSION TO LIBERTY PARK, AS RECORDED IN MAP BOOK 4, PAGES 66-67 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

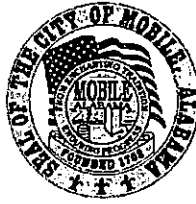
The classification of said property is hereby changed from **B-1, Buffer Business Suburban District** to **B-3, Community Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Suburban District** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Suburban District** until all of the conditions set forth below have been complied with: **1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and 2. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

C & R Partners, LLC
674 Western Drive
Council District 1
Cory Penn



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- 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) Will not adversely impact neighboring properties; and
 - (4) Will not 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,
- 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 B-3, Community Business Suburban District, subject to the following conditions:

ZON-UDC-003084-2024 674 Western Drive
October 21, 2024

1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

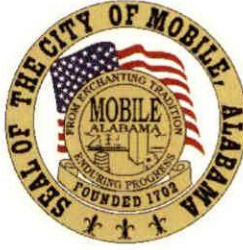
The advertising fee for this application based on the current legal description is **\$294.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning



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

October 30, 2024

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on October 17, 2024 considered the request of **C & R Partners, LLC** for a change in zoning from **B-1, Buffer Business Suburban District**, to **B-3, Community Business Suburban District**, for the property located at **674 Western Drive**.

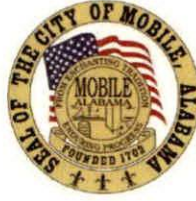
After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Bert Hoffman
Deputy Director, Long Range Planning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- 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) Will not adversely impact neighboring properties; and
 - (4) Will not 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,
- 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 B-3, Community Business Suburban District, subject to the following conditions:

October 21, 2024

1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$294.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

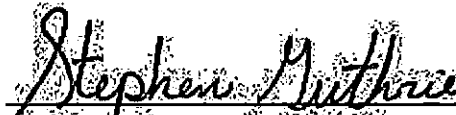
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

October 11, 2024

TO: Mobile City Planning and Zoning

RE: City Rezoning ZON-UDC-003084-2024
Public Hearing Date: October 17, 2024

FROM: Richard Henderson
P.O. Box 2152
Mobile, AL 36652

PURPOSE: Opposition to Rezoning Proposal
674 Western Drive
Mobile Alabama, 36607

ISSUE: Quality of Life Impacts Associated with Rezoning B-1 to B-3

As a homeowner of the Western Drive community, I respectfully oppose the Application for Rezoning Buffer Suburban District (B-1) to Community Business Suburban District (B-3) in this area. My concerns are as follows:

- Traffic Dangers
- Property Values
- Noise and Privacy

Traffic dangers will increase due to the presence of more vehicles in the area. Moving forward with the rezoning increases the likelihood of serious accidents and injuries in an area that is already busy. In addition to adults, children and pets reside in the area. We work hard to create a haven for those who are most vulnerable and the increased traffic jeopardizes their safety and wellbeing.

Another concern is the decrease in property values for the homes that are currently in the area. I am not against industry but feel enough businesses are already in the area. My property has negatively fluctuated over the past several years. It decreased in 2017 and remained the same until 2020, only to decrease again in 2023. I feel the trend will continue with the additional of yet another company instead of another home for families. How many of us in Mobile, Alabama willingly moves into neighborhood surrounded by industry? Would you?

In addition to the increased noise, privacy is also a concern. The new business could bring an influx of people into the neighborhood from all levels of society. Some may not have the residence's best interest in mind.

CONCLUSION:

The issues discussed above are vitally important to the residents of Western Drive and surrounding streets in the neighborhood. I respectfully insist that this rezoning request be denied. I can be reached at 251-751-2257 for any follow questions or comments. Thank you for your consideration of this request and your work to create and promote overall public good for the people of this community.

Sincerely,

Richard Henderson



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, PETE RIEHM, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of C & R PARTNERS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 674 WESTERN DRIVE.

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

BYRD SURVEYING

Designee (1)

bvrd@surveying.biz

Email

251-476-5010

Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

Date

9/11/24



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2023

	Owner	Design Professional
Name:	PETE RIEHM	GERALD D. BYRD
Firm:	C & R PARTNERS, LLC	BYRD SURVEYING
Phone:	251-442-4349	251-476-5010
Email:	priehm@cre-mobile.com	jerry@byrdsurveying.biz
Address:	3904 CAMELIA DRIVE, MOBILE 36693	2609 HALLS MILL ROAD, MOBILE 36606

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

674 WESTERN DRIVE

7500 SF

Property Address

Property Area (acres or square feet)

KEY #00712205

Parcel Number(s) or Key Number(s)

B-1 SUBURBAN

B-3 COMMUNITY BUSINESS

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

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

Applicant or Agent Signature

Date

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CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

THE PROPERTIES IN THIS AREA ALONG WESTERN DRIVE ARE A MIXTURE OF B-1, B-2, AND I-1 ZONING CLASSIFICATIONS.

MIXED DENSITY RESIDENTIAL

Future Land Use Map (FLUM) Designation

B-3 COMMUNITY BUSINESS

Requested Zoning

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

If yes, describe the error

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

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

AS DESCRIBED IN #1, THERE IS A MIXTURE OF ZONING CLASSIFICATIONS. SEVERAL BUSINESSES IN THE B-1 ZONE SHOULD BE IN A B-2 OR B-3 ZONE. THIS AREA HAS SUPPORTED VARIOUS BUSINESS TYPES FOR A LONG TIME.

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

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

THIS AREA HAS BEEN DEVELOPED FOR MANY YEARS AND THE OWNERSHIPS REMAIN STABLE.

2. Describe the surrounding land uses.

PROPERTY ON THE WEST SIDE OF WESTERN DRIVE IS ZONED I-1 AND DEVELOPED AS WAREHOUSE / DISTRIBUTION BUSINESSES.

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THE PROPOSED USE IS AN AUTOMOTIVE BODY SHOP WITH ALL REPAIR WORK BEING COMPLETED INSIDE THE BUILDING.

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

ADEQUATE INFRASTRUCTURE IS AVAILABLE.

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

THE BUSINESS WILL PROVIDE JOBS FOR 5-6 EMPLOYEES AND IS FILLING A NEED FOR A SMALL SHOP ONLY DOING INSURANCE REPAIR WORK. WHEN THE REPAIR IS COMPLETE, INSURANCE PAYS AND THE CAR IS OFF PREMISES.

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

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☐ **Conditional Use Permits**

Checklist A

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

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Kari P. Givens

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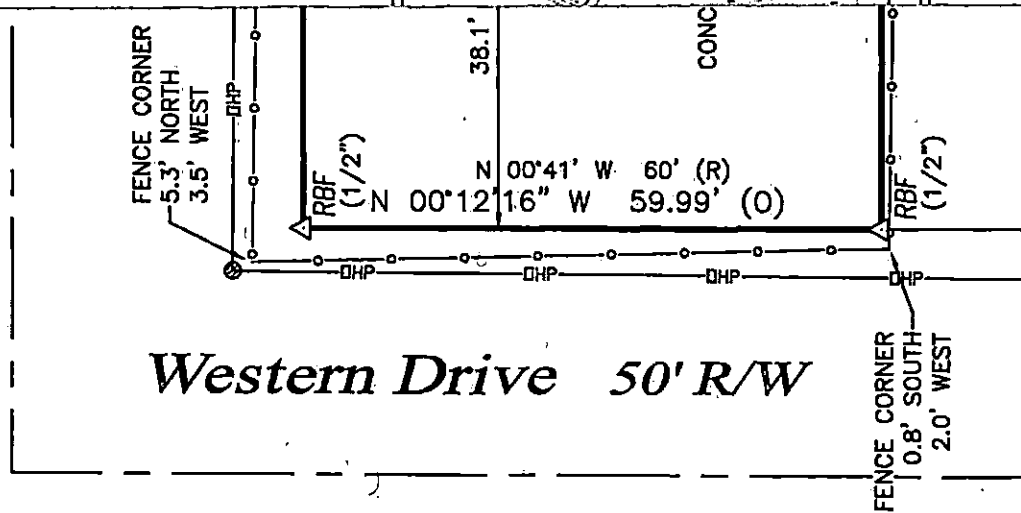
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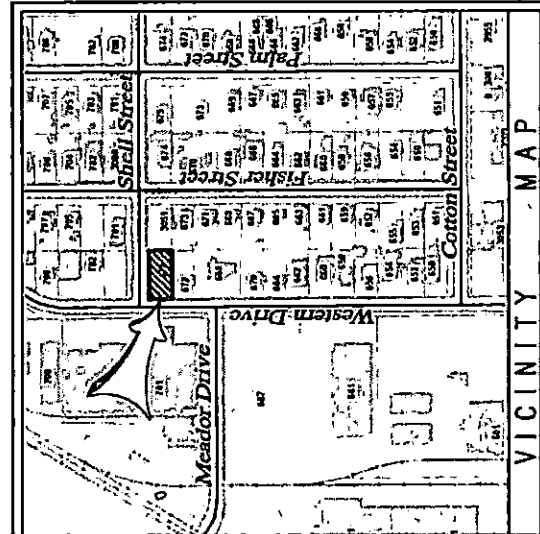
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Revised February 2023



EXISTING I-1 ZONING



VICINITY MAP

ZONE B-1 TO B-3
PARTNERS, LLC
WESTERN DRIVE

LOT 250, REVISION
PAGES 66-67
BYRD & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING
MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
SEPTEMBER 11, 2024
= 20'



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 9/11/2024

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

REZONING OF 674 WESTERN DRIVE

Neighborhood Meeting Date: SEPT. 9, 2024

Neighborhood Meeting Time: 4:15 PM

Neighborhood Meeting Location: BETHESDA CHRISTIAN CENTER 550 WESTERN DRIVE

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

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

Applicant's Name: Kari Givens
(First Name & Last Name)

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

x Kari P. Givens Date: 9/11/24

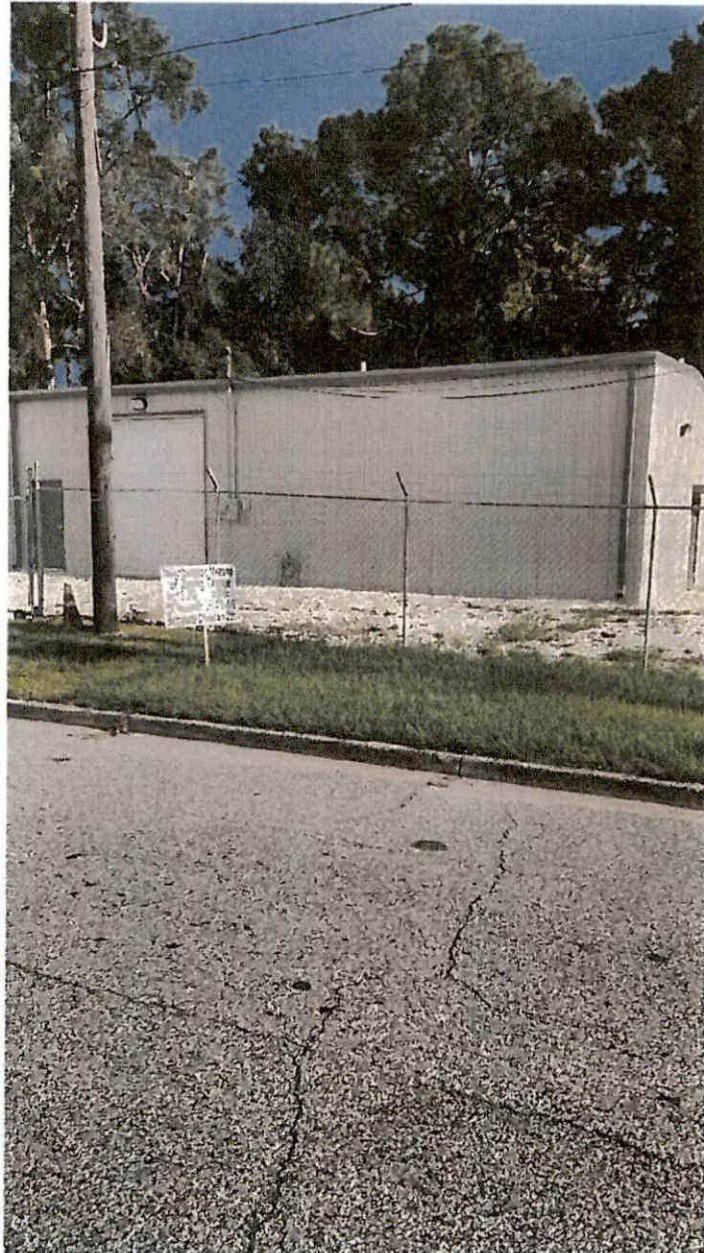
All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.



08/27/24



08/27/24



08/27/24



08/27/24

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

C & R Partners, LLC
3904 Camellia Drive
Mobile, AL 36693

Dorothy S. Deihs
3058 Northwest Drive
Mobile, AL 36607

YRT Investments, LLC
169 Dauphin St., Suite 318
Mobile, AL 36602

McCorquodale & McLaurin, LLC
2714 2nd Avenue N.
Birmingham, AL 35203

UNIVAR USA, Inc.
Attn: Ashley Lydon
3075 Highland Pkwy, Suite 200
Downers Grove, IL 60515

Cinted Corporation
4940 Cape Coral Drive
Dallas, TX 75287

Roberts Family LP
3664 Dauphin Street
Mobile, AL 36608

Blankenship Properties, LLC
2814 Government Blvd.
Mobile, AL 36606

Ollie D. Boykin
702 Western Drive
Mobile, AL 36607

C and H Property Group, LLC
P. O. Box 2152
Mobile, AL 36652

Julia L. Catrett
668 Western Drive
Mobile, AL 36607

Jeffery & Tracy Edwards
670 Western Drive
Mobile, AL 36607

ALMALOUF, LLC
1060 Highway 90 Drive
Mobile, AL 36693

Rhodes Properties, LLC
c/o Lowery Rhodes
P. O. Box 81686
Mobile, AL 36689

Carrie W. Snowden
c/o Brenda English
711 Fisher Street
Mobile, AL 36607

Freddie & Lettie Cooley
6505 Meadow Lakes Drive
North Richland Hills, TX 76180

Asonia V. Smith
705 Fisher Street
Mobile, AL 36607

Elisha & Bettie Rembert
702 Fisher Street
Mobile, AL 36607

Clyde & Patricia Roland, Jr.
701 Fisher Street
Mobile, AL 36607

Edward & Barbara Jean Thompson, Jr.
3051 Shell Street
Mobile, AL 36607

Bessie Johnson
673 Fisher Street
Mobile, AL 36607

Andrews J. Williams, Jr.
5567 Briarfield Lane
Mobile, AL 36693

Onie F. Cook, Jr.
669 Fisher Street
Mobile, AL 36607

Michael & Cynthia Maddox
667 Fisher Street
Mobile, AL 36607

Washington Callier & Washonda
Robinson
665 Fisher Street
Mobile, AL 36607

Rollie & Naughne Kiel
663 Fisher Street
Mobile, AL 36607

Milton & Mary Simmons
706 Fisher Street
Mobile, AL 36607

Catherine Davis
c/o Gwennetta Luckett
213 Tylertown Road
Clarksville, TN 37040

Elisha & Bettie Rembert, Jr.
702 Fisher Street
Mobile, AL 36607

Cassie Girby Perkins, Trustee
3008 Shell Street
Mobile, AL 36607



Robert & Alica McCall
674 Fisher Street
Mobile, AL 36607



Delfrey Love
670 Fisher Street
Mobile, AL 36607

James L. Spears, Sr.
668 Fisher Street
Mobile, AL 36607

Marshell & Dianne Kilpatrick
666 Fisher Street
Mobile, AL 36607

Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

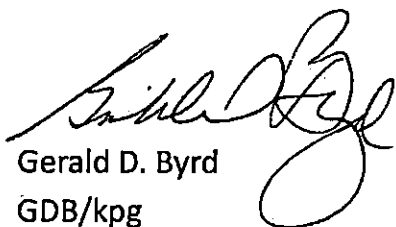
August 27, 2024

Dear Neighbor,

The owners of 674 Western Drive are proposing to rezone the property from B-1 to B-3 for the purpose of allowing an automotive body repair shop to locate in the building. The owner of the repair shop concentrates his business on small insurance repair jobs (i.e. repair dents, sand, paint, and buff, window glass replacement, upholstery repair, etc.). There are no planned improvements or additions to the building, drives, or parking areas.

These plans will be further explained at a neighborhood meeting to be held at the Bethesda Christian Center, 550 Western Drive at 4:15 p.m. on September 9, 2024.

Sincerely,


Gerald D. Byrd
GDB/kpg

Neighborhood Meeting Sign-In Sheet

Date: SEPT. 9 2024

Applicant: _____

BETHESDA CHRISTIAN CENTER

Meeting Location: 550 WESTERN DR.

Application(s): _____

Name: DARLENE Thomas Email: Darlenethomas@gmail.com
 Address: 56 Macks Street Phone: 251-303-3626

Name: Patricia Roland Email: _____
 Address: 701 Fisher Street Phone: (251) 476-9199

Name: Richard Henderson Email: _____
 Address: P.O. Box 2152 Phone: 251-751-2257

Name: Mittie Benion Email: mittiebenions@yahoo.com
 Address: 280 S. Hwy Ct Phone: 251-367-9688

Name: Sermaine Jones Email: auter1@gmail.com
 Address: 1262 Peabody Dr. Phone: (251) 264-4207

Name: Sylvia Walker Email: sylviawalker59@yahoo.com
 Address: 1450 Fisher St 36609 Phone: 251-605-8971

Name: BRIND FRANKLIN Email: LAKERMAN312GMAIL.COM
 Address: 664 Rice St Phone: (251) 361-6654

Name: Chivern N Sampson Email: Chivernhoney@gmail.com
 Address: 2673 McKinney St. Phone: (251) 513-1631

MINUTES FOR NEIGHBORHOOD MEETING FOR REZONING 674 WESTERN DRIVE

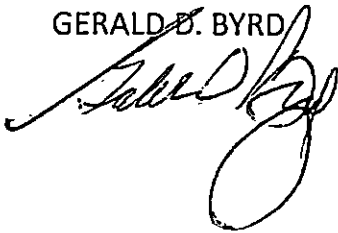
ON SEPTEMBER 9, 2024, A NEIGHBORHOOD MEETING WAS HELD AT BETHESDA CHRISTIAN CENTER, 550 WESTERN DRIVE, TO DISCUSS THE PROPOSED REZONING FOR 674 WESTERN DRIVE. THE MEETING WAS SCHEDULED TO BEGIN AT 4:15 P.M. BUT WAS ACTUALLY STARTED AT 4:20 P.M. TO ALLOW EXTRA TIME FOR PEOPLE TO ARRIVE. THERE WERE 10 PEOPLE IN ATTENDANCE WHICH INCLUDED THE PROSPECTIVE TENANT, THE OWNER (PETE RIEHM), AND MYSELF.

WE EXPLAINED THE PROPOSED USE OF THE PROPERTY WHICH WAS FOLLOWED BY QUESTIONS FROM THE AUDIENCE AND ANSWERS FROM THE OWNER AND TENANT. I EXPLAINED THE REST OF THE REZONING PROCEDURE I.E. APPLICATION, PLANNING COMMISSION MEETING, AND CITY COUNCIL.

BEING NO FURTHER QUESTIONS, THE MEETING WAS ADJOURNED AT 4:45 P.M.

RESPECTFULLY SUBMITTED,

GERALD D. BYRD

A handwritten signature in black ink, appearing to read 'Gerald D. Byrd', written over the printed name.

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

C & R Partners, LLC

3904 Camellia Drive
Mobile, AL 36693

Dorothy S. Deihs
3058 Northwest Drive
Mobile, AL 36607

YRT Investments, LLC
169 Dauphin St., Suite 318
Mobile, AL 36602

McCorquodale & McLaurin, LLC
2714 2nd Avenue N.
Birmingham, AL 35203

UNIVAR USA, Inc.
Attn: Ashley Lydon
3075 Highland Pkwy, Suite 200
Downers Grove, IL 60515

Cinted Corporation
4940 Cape Coral Drive
Dallas, TX 75287

Roberts Family LP
3664 Dauphin Street
Mobile, AL 36608

Blankenship Properties, LLC
2814 Government Blvd.
Mobile, AL 36606

Ollie D. Boykin
702 Western Drive
Mobile, AL 36607

C and H Property Group, LLC
P. O. Box 2152
Mobile, AL 36652

Julia L. Catrett
668 Western Drive
Mobile, AL 36607

Jeffery & Tracy Edwards
670 Western Drive
Mobile, AL 36607

ALMALOUF, LLC
1060 Highway 90 Drive
Mobile, AL 36693

Rhodes Properties, LLC
c/o Lowery Rhodes
P. O. Box 81686
Mobile, AL 36689

Carrie W. Snowden
c/o Brenda English
711 Fisher Street
Mobile, AL 36607

Freddie & Lettie Cooley
6505 Meadow Lakes Drive
North Richland Hills, TX 76180

Asonia V. Smith
705 Fisher Street
Mobile, AL 36607

Elisha & Bettie Rembert
702 Fisher Street
Mobile, AL 36607

Clyde & Patricia Roland, Jr.
701 Fisher Street
Mobile, AL 36607

Edward & Barbara Jean Thompson, Jr.
3051 Shell Street
Mobile, AL 36607

Bessie Johnson
673 Fisher Street
Mobile, AL 36607

Andrews J. Williams, Jr.
5567 Briarfield Lane
Mobile, AL 36693

Onie F. Cook, Jr.
669 Fisher Street
Mobile, AL 36607

Michael & Cynthia Maddox
667 Fisher Street
Mobile, AL 36607

Washington Callier & Washonda
Robinson
665 Fisher Street
Mobile, AL 36607

Rollie & Naughne Kiel
663 Fisher Street
Mobile, AL 36607

Milton & Mary Simmons
706 Fisher Street
Mobile, AL 36607

Catherine Davis
c/o Gwennetta Luckett
213 Tylertown Road
Clarksville, TN 37040

Elisha & Bettie Rembert, Jr.
702 Fisher Street
Mobile, AL 36607

Cassie Girby Perkins, Trustee
3008 Shell Street
Mobile, AL 36607

Robert & Alica McCall
674 Fisher Street
Mobile, AL 36607

Delfrey Love
670 Fisher Street
Mobile, AL 36607

James L. Spears, Sr.
668 Fisher Street
Mobile, AL 36607

Marshall & Dianne Kilpatrick
666 Fisher Street
Mobile, AL 36607



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3)

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- 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) Will not adversely impact neighboring properties; and
 - (4) Will not 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,
- 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 B-3, Community Business Suburban District, subject to the following conditions:

ZON-UDC-003084-2024 674 Western Drive
October 21, 2024

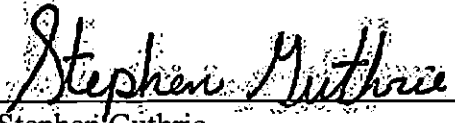
1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$294.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

September 26, 2024

PUBLIC HEARING NOTICE



Re: 674 Western Drive
ZON-UDC-003084-2024
C & R Partners, LLC
District 1
Rezoning from Buffer Business Suburban District (B-1), to Community Business Suburban District (B-3).

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 17, 2024, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 16, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.



Agenda Item # 7

ZON-UDC-003084-2024

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

674 Western Drive

Applicant / Agent:

C & R Partners, LLC

Property Owner:

Pete Riehm, C & R Partners, LLC

Current Zoning:

B-1, Buffer Business Suburban District

Proposed Zoning:

B-3, Community Business Suburban District

Future Land Use:

Mixed Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from B-1 Suburban to B-3 Suburban
- **Note:**
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	7

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by industrial units to the west and residential units to the east.

APPLICATION NUMBER	7	DATE	October 17, 2024
APPLICANT	C & R Partners, LLC		
REQUEST	Rezoning from B-1 to B-3		



SITE HISTORY

The site was originally part of the Revision and Extension to Liberty Park Subdivision, the plat for which was recorded in Mobile County Probate Court in February 1943.

The Board of Zoning Adjustment approved Use, Side Yard Setback, and Rear Yard Setbacks variances in January 1974 to facilitate construction of the existing commercial warehouse on residentially zoned property with reduced side and rear yard setbacks.

Rezoning of multiple properties along Western Drive, including the subject site, from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its October 7, 1980 meeting. That rezoning application was based upon a study by Planning staff, at the request of the Board of Zoning Adjustment, and was approved by the Planning Commission.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The applicant is requesting to rezone the subject site from B-1, Buffer Business Suburban District to B-3, Community Business Suburban District to facilitate use of the property as an automotive body repair shop. A detailed description and justification of the request can be viewed using the link on Page 1 of this report.

The site is adjacent to properties zoned B-1 Suburban to the North and South; R-1 Suburban to the East; and I-1 to the West. The predominant land uses in the area are residential, with the exception of the industrial warehousing and distribution uses within the nearby I-1 zoned districts. There are various office uses within the B-1 zoned portions of the neighborhood, as well as a church. There is one (1) B-2 Suburban-zoned property along Western Drive, the rezoning for which was originally denied by the Planning Commission, but approved by City Council in 2014. The only B-3 zoned property along Western Drive is located at its Northeast intersection with Moffett Road, over one-half (1/2) mile South of the subject site.

As previously stated, the 1980 rezoning was initiated at the request of the Board of Zoning Adjustment due to the large number of Use Variance requests along Western Drive. Planning staff suggested that B-1, Buffer Business District, would be an appropriate transitional zoning district due to the numerous residences that are located in the area.

The applicant has not provided evidence that rezoning of the property to a higher zoning classification is supported by any of the criteria used to justify amendments to the zoning map. To the contrary, rezoning of the site would create a situation of "spot-zoning" that would facilitate a use of the property that is generally incompatible with the surrounding neighborhood and the abutting residential uses. Moreover, this site has been given a Mixed Density Residential future land use designation, which indicates residential development should be supported. As such, rezoning of the site may also be incompatible with the Future Land Use Map.

It should be noted that the Use Variance approved by the Board of Zoning Adjustment in 1974 allowing use of the property as a warehouse remains in effect as long as the site meets the conditions of variance approval, as stipulated by the Board at that time. Such a use is allowed by right in a B-3 zoning district if the warehouse is less than 40,000 square feet. If the development has not had a negative impact on the surrounding neighborhood since 1974, it may suggest that rezoning of the site to B-3 may be appropriate depending on the circumstances that facilitated approval of the Variance (such as development trends at that time). In this context, the

Commission should review the applicable criteria for rezoning approval to determine if the site meets any of the conditions that would justify the rezoning.

The Business License history of the site indicates use by various contractors – electrical, mechanical, and general.

The site plan provided with the rezoning application depicts the existing development. No changes to the site are proposed with the rezoning; however, if approved, protection buffers compliant with the applicable standards of the Unified Development Code (UDC) should be required where the site adjoins residentially used property to the East and West. If rezoning of the property is approved, any future development or redevelopment of the property will require full compliance with the applicable provisions of the UDC.

Any signage placed on the property will also need to meet the requirements of the UDC, and be permitted separately through the Planning and Zoning Department.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

- A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C. Compatibility. Whether the proposed amendment is compatible with:
 - (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.

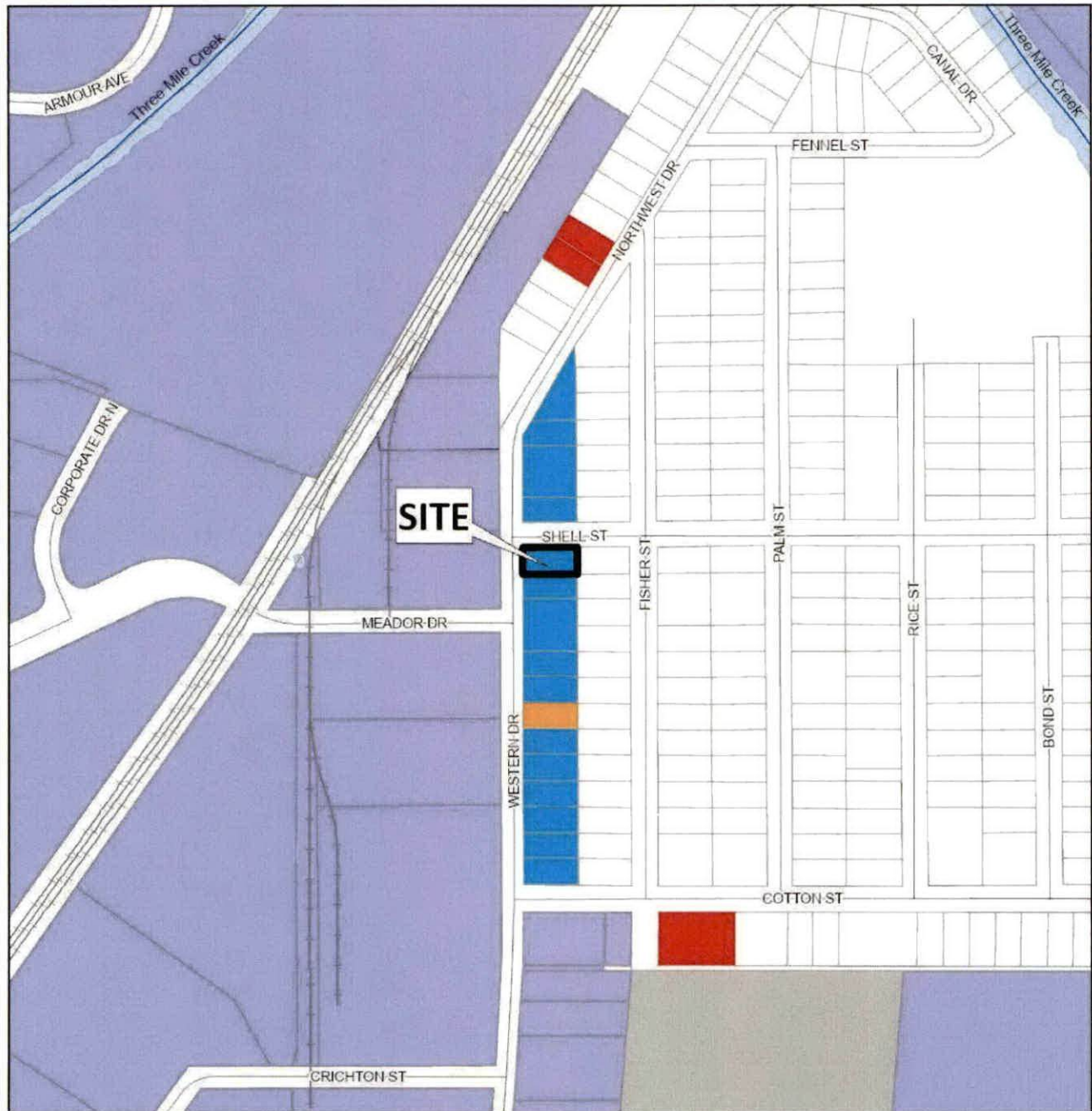
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-3, the following conditions could apply:

1. Provision of a Protection Buffer to the greatest extent possible where the site abuts residential uses, in compliance with Article 3, Section 64-3-8 of the Unified Development Code; and
2. Full compliance with all other municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE October 17, 2024

APPLICANT C & R Partners, LLC

REQUEST Rezoning from B-1 to B-3



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE October 17, 2024

APPLICANT C & R Partners, LLC

REQUEST Rezoning from B-1 to B-3

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by industrial units to the west and residential units to the east.

APPLICATION NUMBER 7 DATE October 17, 2024

APPLICANT C & R Partners, LLC

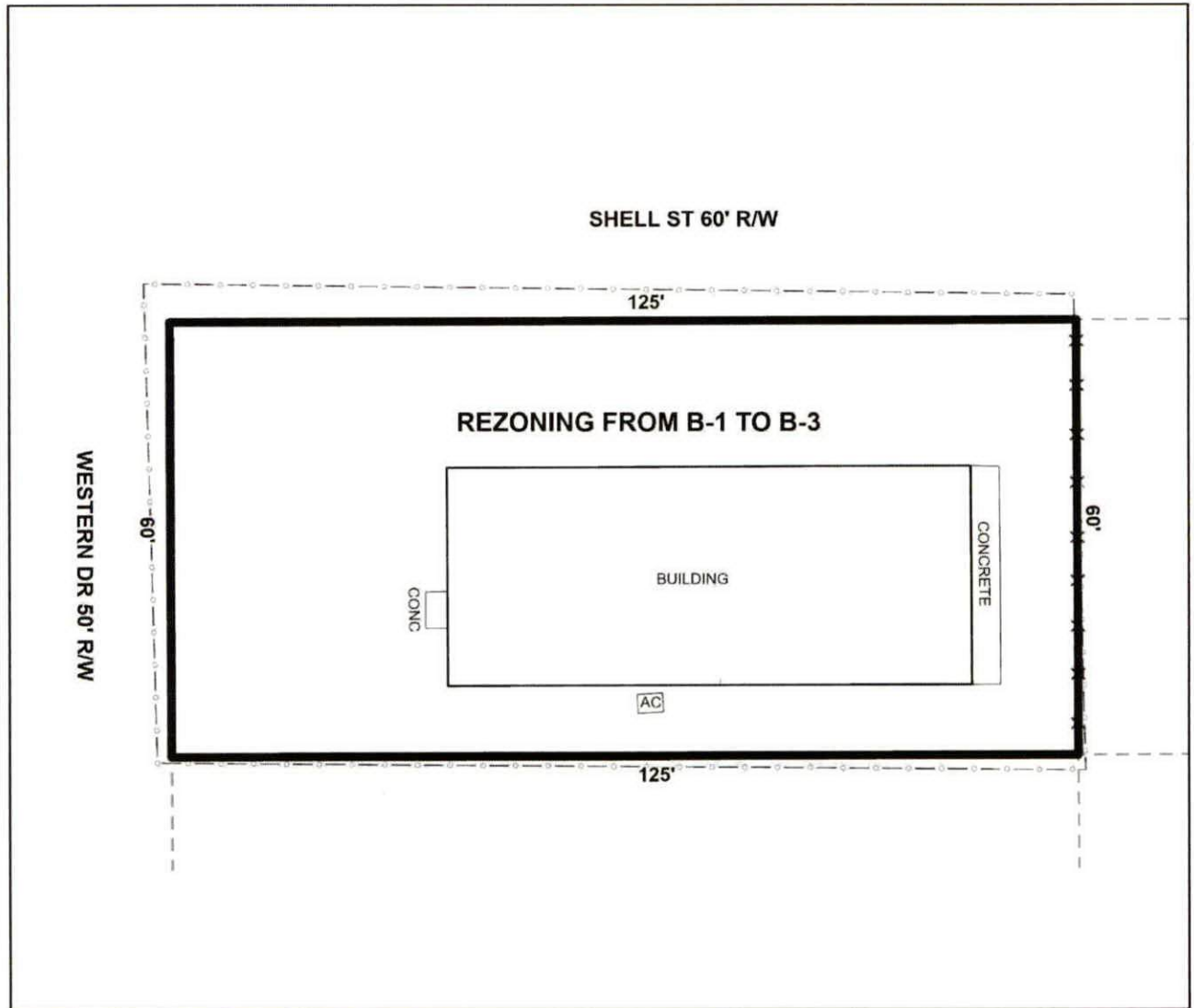
REQUEST Rezoning from B-1 to B-3

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



NTS

SITE PLAN



The site plan illustrates the existing building and fencing.

APPLICATION NUMBER 7 DATE October 17, 2024

APPLICANT C & R Partners, LLC

REQUEST Rezoning from B-1 to B-3



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

Zoning District Correspondence Matrix

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

MIXED DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

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

Sponsored by Mayor, William S. Stimpson and Council Member, Cory Penn

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property at Shelton Beach Road Extension, Mobile, AL 36618, vacant land: 213.83 ± acres – key nos. 1659734, 326515, 326481, 326506, hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold to The Rain Group, a nonprofit organization.

SEE ATTACHED EXHIBIT ‘A’

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Purchase and Sale Agreement for the property shown above.

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

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

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

SECTION SIX: The proceeds from this sale are to be placed in Real Estate Acquisitions and Development Account.

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

Adopted:

City Clerk

Exhibit A

Legal Description:

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING.

PARCEL B : COMMENCING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 60.38 FEET TO THE WEST LINE OF SHELTON BEACH ROAD EXTENSION FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 1009.82 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 00° - 20' - 26" WEST 1344.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 89° -51' - 14" WEST 1341.03 FEET TO A CORNER OF RIGHTWAY SUBDIVISION AS RECORDED IN MAP BOOK 137 PAGE 61 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° - 56' - 37" WEST 694.01 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 00° - 56' - 37" WEST 4.0 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE SOUTHEASTWARDY ALONG THE MEADERINGS OF THE SOUTH BANK OF EIGHT MILE CREEK 4365 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SHELTON BEACH ROAD EXTENSION THENCE SOUTH 06° - 31' - 50" WEST ALONG SAID WEST LINE 10 FEET MORE OR LESS TO A BSI CAPPED REBAR SET; THENCE CONTINUE SOUTH 06° - 31' - 50" WEST 1455.07 FEET TO THE POINT OF BEGINNING.



THIS INSTRUMENT PREPARED BY:
Madeleine Maury Sherman, Esq.
Burr & Forman LLP
11 North Water Street Suite 22200
Mobile, Alabama 36602

execution version

STATE OF ALABAMA

COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made and entered into effective as of the Effective Date, as hereinafter defined, by and between THE CITY OF MOBILE, an Alabama municipal corporation (hereinafter referred to as “Seller” or “City”) and The Rain Group, Inc., a nonprofit organization, (hereinafter referred to as “Purchaser”).

BACKGROUND:

WHEREAS, Seller is the fee owner of approximately 214 acres of undeveloped real property commonly known as key numbers 1659734, 326515, 326481, and 326506 along Shelton Beach Road, Mobile, AL 36618 and more particularly described as Parcel A and Parcel B in **Exhibit A** attached hereto and made a part hereof by reference (“Property”);

WHEREAS, Seller has never utilized the Property and is currently not utilizing the Property;

WHEREAS, Resolution 60-294-2021 was approved on April 27, 2021 authorizing Seller to sell the Property and stating that upon receipt of a purchase offer with favorable terms and conditions, “the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement”;

WHEREAS, the City Clerk’s office held a public opening of bid submissions on June 30, 2021, in the atrium of Government Plaza, with no purchaser offers received. During the 30-day public posting in June 2021, a physical FOR SALE sign was erected facing Shelton Beach Road, the sale was advertised in required newspapers, online, and on the Seller’s procurement page, all in compliance with applicable city ordinance;

WHEREAS, on October 30, 2024, Seller received a proposal from Purchaser, attached hereto as **Exhibit B**, to purchase the Property for the purpose of developing the Property into a community campus that includes emergency shelter infrastructure, transitional housing for unhoused individuals, and a workforce development facility that will provide individuals with industry-specific training and other assistance needed to help individuals transition into the workforce;

WHEREAS, Seller has determined that because Purchaser's proposed use of the Property provides a critical service to the community that the City currently lacks, and that because Purchaser's intended use serves a public purpose by promoting public health, safety, and general welfare, Seller desires to sell the Property to Purchaser for \$1.00 subject to the condition that Purchaser agrees to use the Property to serve the community for the duration of Purchaser's ownership of the Property; and

WHEREAS, upon Closing, Purchaser will move forward in working in conjunction with the City to ensure the Property is utilized for a public purpose and provides assistance to the City's unhoused population.

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereto hereby agree as follows:

1. **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 executed pursuant hereto. Purchaser understands and agrees that Purchaser's Insurable Fee Simple Title (as defined in Section 4 below) will be subject to the requirement that, for as long as Purchaser owns the Property, Purchaser must utilize the Property for a public purpose that provides assistance to the City's unhoused population, and at Closing, Purchaser shall grant to Seller a right of first refusal to purchase Purchaser's Insurable Fee Simple Title pursuant to the terms provided in the form Right of First Refusal Agreement attached hereto as **Exhibit C-2**.
2. **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be One and No/100 Dollars (\$1.00). 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. Purchaser's obligation to close is not contingent on obtaining financing.
3. **Earnest Money.** There shall be no payment of money by Purchaser to Seller prior to Closing ("Earnest Money").
4. **Survey and Title.**
 - 4.1. **Survey.** An existing, unsigned Subdivision Survey by Byrd Surveying, October 20, 2020 ("Existing Survey"), may be provided at Purchaser's request. Purchaser may, at Purchaser's sole cost and expense, obtain a new and/or updated survey certified by a registered surveyor (the "New Survey").
 - 4.2. **Seller's Title.** At the Closing, Seller shall convey with Insurable Fee Simple Title to the Property by Statutory Warranty Deed to Purchaser, in the form attached hereto as **Exhibit C-1**, subject only to the following exceptions (herein referred to as the "Permitted Exceptions"):
 - (i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
 - (ii) restrictive covenants and/or building setback lines, if any, applicable to the Property;
 - (iii) ad valorem taxes for the year of closing which shall be prorated at closing;
 - (iv) easements for public or private utilities and/or roadways of record or in place;

- (v) all other matters relating to the Property recorded in the land records of Mobile County, Alabama or otherwise discoverable during physical inspection of the Property; and
- (vi) all matters disclosed by any New Survey and any exceptions set forth on the Title Commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with Section 4.3.

"Insurable Fee Simple Title," as used in this Agreement, shall mean such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions and the Permitted Exceptions.

- 4.3. Title Objections. On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's sole 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 in the amount of the Purchase Price (the "Title Commitment") subject, however, to the Permitted Exceptions, but without exception as to mechanics or similar liens, and free and clear of any and all other mortgages, liens, judgments, leases, encumbrances, parties in possession, licenses, covenants, conditions, restrictions, easements, encroachments and any other matters of any nature affecting the title except as permitted in this Agreement. Within ten (10) days of receipt by Purchaser of the Title Commitment (and copies of all recorded instruments affecting the Property) and the New Survey (if obtained by Purchaser pursuant to Section 4.1), Purchaser shall advise Seller in writing of any objections to the Title Commitment and/or the New Survey and, if no objections are so submitted by Purchaser within the applicable time period, it shall be deemed that the Title Commitment and the New Survey are satisfactory, and Purchaser has no objections thereto. If Purchaser does advise Seller in writing of any objections, Seller shall have five (5) days after the receipt of such statement of objections ("Cure Notice Period") in which to notify Purchaser as to whether it will cure or remove such objections, Seller having no obligation to do so, and Seller's failure to provide such notice within the Cure Notice Period shall be deemed to Seller's decision not to cure. If Seller notifies Purchaser that it will not cure or remove such objections, or if Seller is deemed to have elected not to cure such objections, then within ten (10) days after the earlier of (i) Purchaser's receipt of Seller's notice regarding cure or (ii) expiration of the Cure Notice Period, Purchaser shall elect to either (i) 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 or (ii) waive such objections to Seller's title. Failure by Purchaser to elect either alternative by written notice to Seller within such ten (10) day period shall be deemed an election to waive such objections.

Purchaser shall have the right to object to any title issues or survey matters first occurring after the date of the Title Commitment or the New Survey (each a "New Encumbrance") by giving written notice of the New Encumbrance to which Purchaser is objecting at any time prior to Closing, but not later than three (3) business days after discovery of the same. If Purchaser does not object to any New Encumbrance by giving timely written notice as herein provided, such New Encumbrance shall be a Permitted Exception. In the event Purchaser gives timely written notice of objection to any New Encumbrance as herein provided, the provisions of this Section 4.3 shall apply with respect thereto as if set forth herein in full. If the Seller elects to cure and provides notice thereof within Seller's Cure Notice Period, but after the deadline for Closing provided in Section 8.1, then the Closing shall occur within fifteen (15) days after the expiration of said Cure Notice Period.

4.4. Inspection Period. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Property upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Property, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Property as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Property and any other information respecting the Property. In connection with Purchaser's review and inspection of the Property, Purchaser will provide to Seller copies of all surveys, plans, zoning submission materials, and inspection reports, upon Seller'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 damages 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. 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 at 5:00 P.M. Central Time on the date that is fifteen (15) days following the Effective Date (the "Inspection Period"), 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 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. 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.

5. **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:

5.1. Title. Seller is the owner of Insurable Fee Simple Title to the Property, which shall be free and clear of all encumbrances, occupancies or restrictions except for the Permitted Exceptions.

5.2. Authority. Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property 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;
- (iii) the execution of every document delivered by Seller pursuant to this Agreement have been duly authorized and validly executed and delivered by Seller, and will not:
 - a. 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;

- b. constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound;
- c. 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,
- d. violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

5.3. Pending Litigation. Seller has received no written notice of any claims, actions, lawsuits, or proceedings involving the Property.

5.4. Tenants. There are no current leases or tenants.

5.5. Management Contracts. There are no management arrangements or service contracts respecting the Property.

5.6. Environmental Matters. Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Property, if any. Seller has not used, authorized or allowed the use of the Property 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 and shall not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.

5.7. Property Conditions. Seller represents and warrants that to the best of Seller's knowledge, Seller has no knowledge of, and has received no notice of any conditions which would negatively impact the Property, except that (i) both Parcel A and B comprising the Property appear to be affected by wetlands near Eight Mile Creek and (ii) the wetlands delineation report dated April 24, 2023 prepared for the City by Barry A. Vittor & Associates, Inc., attached hereto as **Exhibit D** and incorporated herein by reference, describes wetlands located within Parcel A.

5.8. No Other Representations. Except as expressly provided in this Agreement or the Statutory Warranty Deed, 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. Purchaser shall be responsible for obtaining any zoning and/or permit approvals necessary for Purchaser's development and use of the Property. The City does not represent that the Property is or can be zoned for the proposed use.

6. **Purchaser's Representations.** Purchaser represents and warrants that: (i) Purchaser is as 501(c)(3) non-profit corporation authorized to operate in the State of Alabama; (ii) Purchaser has taken all necessary actions to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform this Agreement and the transaction contemplated hereby; (iii) the execution and delivery of this Agreement does not conflict with any law or regulation to which Purchaser is subject or any agreement to which Purchaser is a party; and (iv) Purchaser will pursue the development of the Property as described in the proposal documents attached hereto as **Exhibit B** and incorporated herein by reference, and Purchaser will work with the City to ensure the Property is utilized for a public purpose and provides assistance to the City's unhoused population. If any circumstances change between the Effective Date of this Agreement and Closing that could alter

the accuracy of Purchaser's representations and warranties in this Section, Purchaser shall provide Seller written notice thereof prior to Closing and Seller shall then notify Purchaser in writing as to whether Seller elects to either terminate this Agreement or give Purchaser ten (10) days to cure.

7. **Closing Conditions.** 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 Sections 7.1 through 7.3 hereinafter. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing. Unless Purchaser shall advise Seller in writing within the applicable time period, or prior to Closing if no required time period, that same are not satisfied, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent is not then 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.

7.1. **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 ("Title Policy").

7.2. **Property Conditions.** 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.

7.3. **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. These conditions precedent shall be applicable through the date of Closing, as may be extended pursuant to Section 4.

7.4. **Right of First Refusal.** Seller's obligations under this Agreement are subject to Purchaser's execution of a Right of First Refusal Agreement in the form attached hereto as **Exhibit C-2**.

8. **Closing.**

8.1 **Closing Date and Location.** Unless otherwise agreed upon between Seller and Purchaser, the Closing (the "Closing") shall occur no later than fifteen (15) days after end of the Inspection Period, with Pierce Ledyard Johnston, PC, at 3801 Airport Blvd, Mobile, AL 36608 ("Escrow Agent").

8.2 **Deliveries at Closing.** The purchase and sale of the Property contemplated by this Agreement shall be closed 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 2 hereof, and by the execution and delivery of the following documents to be prepared by Purchaser:

8.2.1 A duly executed closing statement itemizing all credits between Seller and Purchaser;

- 8.2.2 A duly executed certificate of Seller reaffirming the representations and warranties made in Section 5 of this Agreement;
- 8.2.3 A duly executed affidavit of title 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 date of Closing 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);
- 8.2.4 A duly executed ROFR in the form attached hereto as **Exhibit C-2** to be recorded at Closing immediately after recordation of the Statutory Warranty Deed;
- 8.2.5 A duly executed certificate 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;
- 8.2.6 A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S;
- 8.2.7 Physical possession of all the Property; and
- 8.2.8 Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested by Escrow Agent, the title company, or counsel.

8.3 Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

- 8.3.1 Real estate taxes which are due and payable during the calendar year in which the closing occurs shall be prorated between the parties. The proration of real estate taxes shall be based upon the number of days in the calendar year in which the Closing occurs, namely, on a per diem basis. If the actual amount of real estate taxes is not known at the time of the Closing, then the parties shall adjust the taxes based on the actual amount of real estate taxes for the prior year. Such prorations as described herein shall be re-adjusted by the parties as soon as the actual amount of taxes due and payable in the year in which the Closing occurs is known, upon presentation of reasonable evidence thereof. This provision shall survive delivery of the Deed.
- 8.3.2 Seller shall pay any fees and expenses of the Seller's Escrow Agent for preparation of the Statutory Warranty Deed, and expenses for services rendered by Seller's expenses for services rendered by accountants, appraisers, architects, attorneys, consultants, contractors, or engineers. Purchaser shall pay the fees and expenses of Purchaser's attorneys, accountants, appraisers, architects, attorneys, consultants, contractors, or engineers, all title insurance costs and premiums, prorated ad valorem taxes and all other closing costs or fees.
- 8.3.3 Purchaser shall present the Statutory Warranty Deed to the Mobile County Probate Court, along with the Real Estate Validation Form (RT-1) and pursuant to Section 40-22-1 of the Alabama Code (1975) within ten (10) days of Closing.

8.4 Condemnation. In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Property which has not yet been purchased by Purchaser 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 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.

9. **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.

10. **Default.**

10.1 Seller's Default.

10.1.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise 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, or (ii) Purchaser may seek specific performance.

10.1.2 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 10.1.1 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.

10.2 Purchaser's Default.

10.2.1 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.

10.2.2 As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, 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 cure the default and 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.

11. **Assignment of Agreement.** This Agreement is not assignable.
12. **Time of Essence.** Time is of the essence hereof.
13. **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,
 - (iii) by delivery via electronic (pdf or facsimile) transmission with receipt confirmation and with an original sent by first class mail; or
 - (iv) by e-mail and deemed received upon receipt so long as the same is sent on the same day by a reputable overnight delivery service. Each notice shall be addressed to each party at its address set forth below its signature, 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 date of courier delivery or electronic transmission, or on the third day after the date of deposit in the United States mail as to notices sent only by certified mail.

Seller:

The City of Mobile
Real Estate Department
Post Office Box 1827
Mobile, AL 36633-1827
e-mail: carleen.stout@cityofmobile.org

Copy to:

The City of Mobile
Assistant City Attorney
Post Office Box 1827
Mobile, AL 36633-1827
e-mail: rwoods@cityofmobile.org

Purchaser:

The Rain Group, Inc.
a nonprofit organization
1315 Warren Drive
Daphne, AL 36526
Attn: _____
e-mail: _____

Copy to:

The Rain Group, Inc.
a nonprofit organization
2122 Hand Avenue
Mobile, AL 36612
Attn: _____
e-mail: _____

14. **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.

15. **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.
16. **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.
17. **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.
18. **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 (as set forth in 5. U.S. Code § 6103), 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.
19. **Effective Date.** This Agreement shall be effective as the day on which both parties have executed an identical counterpart of this Agreement, as indicated by the dates next to each party's signature (the "Effective Date").
20. **Anti-Discrimination.** All of City of Mobile 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 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.
21. **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.
22. **Indemnification.** Purchaser shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect any commission payable to any real estate agent or broker engaged by Purchaser and any and all claims, damages, liabilities, 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 Purchaser's breach of this Agreement.

-SIGNATURES TO FOLLOW-

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, an Alabama Municipal Corporation

By: _____

Name: William S. Stimpson

As Its: Mayor

Date: _____

ATTEST:

City Clerk

PURCHASER:

The Rain Group, Inc. a nonprofit organization

By: _____

Name: _____

Its: _____

Date: _____

STATE of Alabama

COUNTY of _____

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that _____, as _____ of The Rain Group, Inc., a nonprofit organization 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 such Agreement, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of December, 2024.

Notary Public

My Commission Expires: _____

EXHIBIT A

Location: Shelton Beach Road Extension, Mobile, Alabama 36618

LEGAL DESCRIPTION:

STATE OF ALABAMA COUNTY OF MOBILE

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING.

PARCEL B : COMMENCING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 60.38 FEET TO THE WEST LINE OF SHELTON BEACH ROAD EXTENSION FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 1009.82 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 00° - 20' - 26" WEST 1344.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 89° -51' - 14" WEST 1341.03 FEET TO A CORNER OF RIGHTWAY SUBDIVISION AS RECORDED IN MAP BOOK 137 PAGE 61 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° - 56' - 37" WEST 694.01 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 00° - 56' - 37" WEST 4.0 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE SOUTHEASTWARDLY ALONG THE MEANDERINGS OF THE SOUTH BANK OF EIGHT MILE CREEK 4365 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SHELTON BEACH ROAD EXTENSION THENCE SOUTH 06° - 31' - 50" WEST ALONG SAID WEST LINE 10 FEET MORE OR LESS TO A BSI CAPPED REBAR SET; THENCE CONTINUE SOUTH 06° - 31' - 50" WEST 1455.07 FEET TO THE POINT OF BEGINNING.



EXHIBIT B

Purchaser's October 30, 2024 Proposal and Supporting Documentation Describing Purchaser's Proposed Project



Phone: (877)-475-6418
Website: theraingroup.org
Email: info@theraingroup.org

Mobile Community Development Initiative

A Comprehensive Development Framework

Executive Overview

The Mobile Community Development Initiative presents a transformative approach to urban development, encompassing 200+ acres in Mobile, Alabama. This project represents a paradigm shift in community development, integrating storm resilience, workforce development, and community sustainability into a cohesive ecosystem. The initiative's comprehensive scope is reflected in its ambitious metrics: the creation of employment opportunities, development of at least 1000 housing units, and annual training capacity for 2,000 individuals. At its core, the project features storm protection facilities capable of sheltering more than 700 residents during severe weather events, demonstrating our commitment to community safety and resilience.

Site Layout and Core Infrastructure

The master plan to be offered will strategically divide the 200+ acre development into six interconnected zones, each meticulously designed to serve specific community needs while maintaining operational synergy. At the heart of the development lies the Emergency Response & Community Safety zone, occupying 5 crucial acres. This zone's centerpiece, a 10,000-12,000 square-foot storm shelter complex designed to withstand Category 5 hurricane conditions while providing comprehensive emergency management capabilities.

The facility transcends traditional shelter design, incorporating advanced medical triage capabilities, sophisticated emergency operations facilities, and extensive supply storage areas. This robust emergency response infrastructure ensures that community safety

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remains paramount while seamlessly integrating with daily community functions through thoughtful design and accessibility considerations.

Workforce Development Framework

The Workforce Development Campus, spanning 50 acres, serves as the economic engine of the community. Centered around a state-of-the-art training facility, this campus represents a comprehensive approach to economic empowerment and career advancement. The facility houses specialized classrooms, hands-on workshops, and advanced computer laboratories, each designed to facilitate industry-specific training programs in high-demand sectors including manufacturing, healthcare, and technology.

Understanding that workforce development extends beyond traditional training, the Rain Group has incorporated a comprehensive barrier elimination strategy. Therefore, we will facilitate grass roots recruitment efforts; and provide appropriate clothing, transportation assistance, and on-site childcare facilities. Additionally, we will integrate digital access support to address the practical needs that might otherwise impede program entry and completion. This holistic approach transforms traditional workforce development into a comprehensive pathway to economic independence, supported by direct industry partnerships that create immediate employment opportunities for program graduates.

Housing and Community Integration

The residential development component, occupying 70 acres, exemplifies innovative community planning through its mixed-income approach and comprehensive support infrastructure. Our goal is to provide access to housing to individuals that are un-housed and 'the hardest to reach' based on the lack of life of experiences. This model addresses housing instability by integrating housing solutions within a broader framework of community support. The housing continuum begins with emergency shelter access and progresses through transitional housing to permanent supportive housing and affordable rental units, ultimately offering paths to homeownership for those who choose it.

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Critical to the housing program's success is its robust barrier elimination strategy, which includes deposit assistance, utility connection support, and furniture assistance programs. These support services, combined with moving assistance and housing navigation support, ensure smooth transitions between housing types while maintaining long-term stability. The residential zones feature thoughtfully designed multi-family developments, townhouses, and single-family homes, creating a truly integrated community where green spaces and community amenities ensure every resident has easy access to recreation, childcare, and gathering spaces.

Implementation Timeline

The development's implementation follows a meticulously orchestrated three-phase approach spanning 36 months, ensuring systematic progression from groundwork to community activation. Phase 1, the Foundation phase, encompasses the initial 12 months and focuses on establishing critical infrastructure that will support the entire development. This period begins with comprehensive environmental studies and site preparation, prioritizing the storm shelter complex construction to ensure community safety from the earliest stages. The implementation of utility infrastructure during this phase includes forward-thinking elements such as smart grid integration and sustainable water management systems.

Phase 2, the Core Development phase, will mark the crucial transition from infrastructure to community building during months 13-24. This period witnesses the completion of the storm shelter complex and accelerated progress on the workforce development center. As the first residential units take shape, the technology infrastructure installation creates the backbone for a smart, connected community. The final phase, Expansion, transforms the site from a construction project into a thriving community over months 25-36, completing residential areas, finalizing commercial spaces, and fully implementing community programs. This carefully planned progression ensures that each component builds upon the previous, creating a solid foundation for long-term community success.



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Funding Structure

The funding structure leverages multiple sources, from government funding through various programs including HUD Community Development, USDA Grants, FEMA Resilience Grants, Department of Labor Workforce Development initiatives, and leveraging HUD vouchers. We will also secure funds from private investors; this funding architecture carefully balances public and private funding sources, creating a sustainable model for large-scale community development.

Technology and Innovation

The development's technology infrastructure creates a robust foundation for innovation and future growth, positioning the community at the forefront of digital integration and smart city development. A comprehensive fiber optic network and 5G coverage support remote work capabilities and digital inclusion initiatives, while smart city infrastructure enables efficient resource management and improved community services. A data center and innovation hub will provide essential resources for technology companies and entrepreneurs, creating a fertile environment for economic growth and technological advancement.

This technological framework extends beyond basic connectivity to create a truly integrated digital ecosystem. The community-wide platform facilitates everything from emergency management to daily service delivery, while environmental monitoring systems ensure optimal resource utilization. Through careful integration of these technologies, the development creates a living laboratory for smart city innovation while ensuring that digital resources remain accessible and beneficial to all community members, regardless of their technological expertise.

Environmental Sustainability

Environmental considerations permeate every aspect of this development, from infrastructure design to daily operations. The green infrastructure network includes

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extensive parks, walking trails, and natural areas that serve both recreational and ecological functions. Sustainable design elements are incorporated at every level, from energy-efficient buildings to water conservation systems and native landscaping, creating a comprehensive approach to environmental stewardship that enhances both community resilience and quality of life.

The technology infrastructure actively supports environmental goals through smart monitoring systems that optimize resource use and reduce waste. Solar arrays and smart grid integration provide clean energy, while advanced water management systems protect against flooding and ensure sustainable water use. This integrated approach to environmental sustainability not only reduces the development's ecological footprint but also creates a model for future sustainable community development, demonstrating how environmental responsibility can align with economic and social progress.

Community Support Services

The Community Couch platform serves as the cornerstone of the development's engagement strategy, representing an innovative approach to community building and service delivery. Fully equipped mobile units provide flexible, responsive community outreach, bringing services directly to residents wherever they're needed. This mobile approach is supported by a robust digital infrastructure that includes an online portal, mobile app, and comprehensive resource database, ensuring that support services remain accessible and responsive to community needs.

The support services network provides comprehensive assistance ranging from mental health services and substance abuse programs to educational assistance and financial literacy training. These services are delivered through a coordinated approach that recognizes the interconnected nature of personal and community well-being. Regular health screenings, career counseling, and other essential services ensure that residents have access to the resources they need to thrive, while community engagement programs

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foster social connections and cultural engagement that strengthen the fabric of the community.

Success Metrics and Evaluation

The initiative's success metrics encompass both individual progress and community-wide impact, creating a comprehensive framework for evaluating and improving program effectiveness. Individual metrics track crucial indicators including housing stability rates, employment retention, income growth, and health improvements, providing detailed insights into personal progress and program effectiveness. Community-level metrics monitor broader indicators such as homelessness reduction, employment rates, and economic growth, ensuring that the development's impact extends beyond individual success stories to create meaningful community-wide change.

The commitment to continuous improvement is embedded in every aspect of the development through regular evaluations, outcome tracking, and program adaptation. Client feedback drives program adjustments, while staff development ensures high-quality service delivery. This data-driven approach to evaluation and improvement ensures that the development remains responsive to community needs while continuously enhancing its effectiveness and impact. Through this comprehensive evaluation framework, the initiative not only measures its success but also creates a model for data-driven community development that can inform similar projects across the region and beyond.

In conclusion, The Mobile Community Development Initiative represents a paradigm shift in urban development, demonstrating how thoughtful integration of infrastructure, technology, and social services can create lasting community resilience. This initiative transcends traditional development models by addressing multiple critical challenges simultaneously: environmental vulnerability, economic opportunity, and social equity. Through its innovative design and comprehensive approach, the initiative establishes new standards for community development in coastal regions.



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The development's strategic framework—encompassing 200+ acres of carefully planned space—creates a self-reinforcing ecosystem where each component strengthens the others. The Category 5-rated storm shelter provides immediate security, while the workforce development campus ensures long-term economic stability. The mixed-income residential areas, supported by comprehensive social services, create an inclusive community where diversity becomes a catalyst for growth and innovation. This interconnected approach ensures that the whole becomes greater than the sum of its parts.

The development's impact extends far beyond its physical boundaries by creating jobs, providing workforce development, and offering storm protection for residents. We will address critical regional needs while establishing Mobile as a leader in resilient community development. The integration of advanced technology infrastructure positions the community at the forefront of digital innovation, while comprehensive environmental systems ensure long-term sustainability.

Most significantly, the Mobile Community Development Initiative provides a replicable framework for addressing the complex challenges facing coastal communities in the 21st century. Through its holistic approach to community resilience, economic development, and social equity, the initiative creates a model that can be adapted and implemented across the Gulf Coast region and beyond. As communities worldwide grapple with similar challenges of environmental vulnerability, economic disparity, and social fragmentation, this development offers a proven pathway toward sustainable, equitable, and resilient community development.

The success of this initiative will not be measured solely by its physical infrastructure, technology infrastructure nor its financial returns, but by its ability to transform lives and strengthen community bonds. Through careful planning, comprehensive support systems, and a commitment to continuous improvement, the Mobile Community Development Initiative sets new standards for what community development can achieve. As we move forward with implementation, we are not just building structures, we are creating a legacy of resilience, opportunity, and sustainable growth that will benefit generations to come.

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The time has come for a new approach to community development—one that recognizes the interconnected nature of environmental, economic, and social challenges. The Mobile Community Development Initiative answers this call with a comprehensive, innovative solution that promises to transform not just a single community, but the very way we think about urban development in vulnerable coastal regions. As we proceed with implementation, we invite stakeholders, partners, and community members to join us in this transformative endeavor that will reshape the future of community development.

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EXHIBIT C -1

STATUTORY WARRANTY DEED (form)

Grantee's Tax Notice Address:

1315 Warren Drive
Daphne, AL 36526

2122 Hand Avenue
Mobile, AL 36612

Grantor's Address:

Office of City Clerk
205 Government Plaza
Mobile, Alabama 36644

Property Address:

Undeveloped real property on Shelton
Beach Road in Mobile County, Alabama
36618 having key #s 1659734, 326515,
326481, and 326506

Appraised Value: \$217,000

This instrument prepared by:

Madeleine Maury Sherman, Esq.
Burr & Forman LLP
11 North Water St., Suite 22200
Mobile, Alabama 36602

STATE OF ALABAMA)

COUNTY OF MOBILE)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF MOBILE, ALABAMA** (hereinafter "Grantor"), for and in consideration of the sum of **TEN AND 0/100 DOLLARS (\$10.00)** in hand paid this day to the said Grantor by **The Rain Group, Inc., a non-profit corporation** ("Grantee"), does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee all of that certain undeveloped real property located on Shelton Beach Road in the County of Mobile, State of Alabama and more particularly described as follows:

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING.

PARCEL B : COMMENCING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 60.38 FEET TO THE WEST LINE OF SHELTON BEACH ROAD EXTENSION FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 1009.82 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 00° - 20' - 26" WEST 1344.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 89° -51' - 14" WEST 1341.03 FEET TO A CORNER OF RIGHTWAY SUBDIVISION AS RECORDED IN MAP BOOK 137 PAGE 61 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° - 56' - 37" WEST 694.01 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 00° - 56' - 37" WEST 4.0 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE SOUTHEASTWARDLY ALONG THE MEANDERINGS OF THE SOUTH BANK OF EIGHT MILE CREEK 4365 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SHELTON BEACH ROAD EXTENSION THENCE SOUTH 06° - 31' - 50" WEST ALONG SAID WEST LINE 10 FEET MORE OR LESS TO A BSI CAPPED REBAR SET; THENCE CONTINUE SOUTH 06° - 31' - 50" WEST 1455.07 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM such, oil, gas and other minerals, in on and under the above described property as may have been previously reserved by or conveyed by predecessors in title, but it being the intent of the Grantor to convey all other interests to Grantee.

The real property conveyed herein is conveyed **SUBJECT TO THE FOLLOWING:**

1. The lien for ad valorem taxes not yet due and payable
2. Instruments applicable to the real property which are of record in the Office of the Judge of Probate of Mobile County, Alabama.

THE REAL PROPERTY CONVEYED HEREBY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

TO HAVE AND TO HOLD, the above described real property together with all and singular, the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto the said Grantee, its successors and assigns, in fee simple forever.

IN WITNESS WHEREOF, the undersigned has caused this deed to be properly executed and delivered this ____ day of _____, 2025.

GRANTOR:

CITY OF MOBILE, a municipal corporation

By: _____

Name: William S. Stimpson

Its: Mayor

STATE OF ALABAMA)
)
COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that WILLIAM S. STIMPSON whose name as the Mayor of the City of Mobile, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said cooperative district as of the day the same bears date. Given under my hand this ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

EXHIBIT C-2

RIGHT OF FIRST REFUSAL AGREEMENT (form)

RIGHT OF FIRST REFUSAL AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This Right of First Refusal Agreement, ("Agreement") is made and entered into effective as of the Effective Date, as hereinafter defined, by and between The Rain Group, a non-profit organization ("Owner") and THE CITY OF MOBILE, an Alabama municipal corporation ("City").

For and in consideration of the mutual promises, covenants, stipulations, understandings and agreements hereinafter set forth, Owner hereby grants unto City, upon the terms and conditions set forth herein, an irrevocable and exclusive Right of First Refusal ("ROFR") to purchase the real property commonly known as key numbers 1659734, 326515, 326481, and 326506 along Shelton Beach Road, Mobile, AL 36618 ("Property") and more particularly described as follows:

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING.

PARCEL B : COMMENCING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 60.38 FEET TO THE WEST LINE OF SHELTON BEACH ROAD EXTENSION FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 1009.82 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 00° - 20' - 26" WEST 1344.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 89° -51' - 14" WEST 1341.03 FEET TO A CORNER OF RIGHTWAY SUBDIVISION AS RECORDED IN MAP BOOK 137 PAGE 61 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° - 56' - 37" WEST 694.01 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 00° - 56' - 37" WEST 4.0 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE SOUTHEASTWARDLY ALONG THE MEADERINGS OF THE SOUTH BANK OF EIGHT MILE CREEK 4365 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SHELTON BEACH ROAD EXTENSION THENCE SOUTH 06° - 31' - 50" WEST ALONG SAID WEST LINE 10 FEET MORE OR LESS TO A BSI CAPPED REBAR SET; THENCE CONTINUE SOUTH 06° - 31' - 50" WEST 1455.07 FEET TO THE POINT OF BEGINNING.

I. The ROFR

If Owner receives and desires to accept a bona fide offer to purchase Owner's fee simple interest in the Property ("Offer"), Owner shall provide written notice to City with an exact copy of all of the terms and conditions of such offer attached thereto, and City shall have the right to purchase Owner's fee simple interest in the Property on the same terms and conditions set forth in the Offer, provided that City delivers written notice to Owner of its election to do so ("Acceptance Notice") within twenty (20) days after receipt of such notice and Offer from Owner ("ROFR Deadline"). If City does not deliver its Acceptance Notice prior to the ROFR Deadline, Owner may proceed in selling its fee simple interest in the Property provided that the sale is consummated

with the same offeror on the same terms and conditions in the Offer. If the sale to the offeror does not consummate, the foregoing preemptive ROFR shall remain in existence notwithstanding City's non-exercise of the ROFR. The ROFR shall be terminated and forever upon the first of the following to occur:

(a) Upon purchase of the Property either by City or by offeror, provided offeror's purchase occurs only after compliance with the ROFR requirements provided herein; or

(b) Execution of written agreement by the City electing to forever terminate this Agreement and the ROFR granted herein.

II. CLOSING OF SALE

The sale of the Property to City shall be closed within sixty (60) days from the date Owner receives City's Acceptance Notice exercising the ROFR unless attorneys for the City discover objections to title in a current title commitment, in which case, the sale is to be closed when objections are either removed or waived by City, provided the objections are removed within a reasonable time. At closing, Owner shall deliver to City a statutory warranty deed ("Deed") conveying the Property to City, and City shall pay to Owner the sum of money stated in the Offer in the manner provided for in City's Acceptance Notice, plus City's portion of the closing costs. At Owner's expense, Owner shall provide the most recent survey of the Property and an Owner's Policy of Title Insurance, issued by a title company of City's choice ("Title company"), dated as of the date of closing, issued to City in the amount of the total sales price, and guaranteeing City's title to be good and indefeasible, subject only to the foregoing exceptions:

1. Restrictive covenants and recorded easements of record which affect title to the Property but which do not affect the current or intended use of the Property;
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements;
3. All taxes for current and subsequent years;
4. Any portions of the Property located in the boundaries of any public or private road or roadway; and
5. Any easements or rights-of-way for utilities presently of record, which do not affect the existing improvements on the Property other than driveways and parking areas.

Closing shall be at a date mutually agreeable to the parties, within the sixty (60) day period, and with the Title Company serving as closing agent. If said transaction is not closed and completed within the period of time hereinabove set forth because of City's default of the terms in the Offer, then said ROFR, unless extended by agreement of Owner and City in writing, shall be terminated, null and void. Taxes on the realty for the then current tax year shall be prorated to the date of closing. If taxes for that year are unavailable, taxes shall be prorated on the basis of prior year taxes. The closing costs shall be divided as follows:

Owner shall pay and discharge any liens on the Property and pay the cost for preparation of the Deed, one-half (1/2) of any escrow fee, costs of releasing any existing loan, tax statements, and other expenses stipulated to be paid by Owner under this Agreement.

City shall pay expenses incidental to making any loan from a third party to enable City to purchase the aforesaid realty (e.g., loan application fees, origination and commitment fees, loan discount fees, preparation of loan documents, survey, loan title insurance policy, and any credit report), one-half (1/2) of any escrow fee, and any other expenses stipulated to be paid by City under other paragraphs of this Agreement and the terms of the Offer.

III. WAIVES RIGHT AS TO PARTICULAR PURCHASER

In the event City elects not to exercise its ROFR to purchase as to a particular purchaser, it may do so by executing a waiver as to that offeror in writing. In such event, the Owner may proceed to sell the Property to such offeror on the terms of the Offer, subject to the terms herein. Regardless, in the event City elects not to exercise its ROFR, then City's ROFR shall not be extinguished nor shall it be deemed waived as to any subsequent sale of the Property and shall run with the land and remain in full force and effect.

IV. MISCELLANEOUS CLAUSES

(A) This Agreement together with the Purchase and Sale Agreement by and between Owner and City with respect to the Property, and previously recorded, contain the entire agreement of the parties hereto and supersedes all other prior agreements, if any, and negotiations between the parties hereto. No modification, amendment, change, or discharge of any term or provision of this Agreement shall be valid unless signed by the party against whom such waiver is asserted.

(B) Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this contract shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party,

(C) This entire Agreement is performable in the county where the Property is located, and venue for any action related, directly or indirectly, to this Agreement or in any manner or otherwise connected therewith shall be such County and this Agreement shall be construed under the laws of the State of Alabama.

(D) This Agreement shall be binding on the parties hereto, their heirs, personal representatives, successors, and assigns in interest and shall run with the land until terminated as herein provided

(E) If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect unless removal of said invalid provisions destroy the legitimate purposes of this Agreement, in which event this Agreement shall be canceled.

(F) This Agreement shall become effective upon the date of the last of either City or Owner to execute this Agreement ("Effective Date"), as shown by the dates on the signature pages.

The parties below, intending to be legally bound, have signed and dated this Agreement in the respective space set forth below its name.

THE CITY OF MOBILE, a Municipal Corporation

By: _____
Name: _____
As Its: Mayor
Date: _____

ATTEST:

City Clerk

**OWNER:
The Rain Group, Inc., a nonprofit organization**

By: _____
Name: _____
Its: _____
Date: _____

STATE of Alabama

COUNTY of _____

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that _____, as _____ of the Rain Group, Inc., a nonprofit organization whose name is signed to the foregoing Right of First Refusal Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of such Agreement, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 202__.

Notary Public

My Commission Expires: _____

EXHIBIT D

Report Providing Wetlands Delineation, Dated April 24, 2023 and Prepared for the City by Barry A. Vittor & Associates, Inc.



BARRY A. VITTOR & ASSOCIATES, INC.

ENVIRONMENTAL RESEARCH & CONSULTING

8060 Cottage Hill Road

Mobile, Alabama 36695

Phone (251) 633-6100

Fax (251) 633-6738

April 24, 2023

City of Mobile
Attn: Carleen Stout-Clark
Real Estate Officer
P.O. Box 1827
Mobile, AL 36633

Subject: Wetland Delineation; Megginson Park

Dear Ms. Stout-Clark:

This report has been prepared to describe Barry A. Vittor & Associates, Inc.'s wetland delineation of the City of Mobile's 168-acre Megginson Park property on Shelton Beach Road. This property is located in Section 35, Township 3 South, Range 2 West (**Figures 1 and 2**). The geographic coordinates of the approximate center of the property are Latitude 30.738080°N and Longitude 88.144904°W. The property assessed by Vittor & Associates is located on the east side of Shelton Beach Road and is bisected by Eight Mile Creek. Delineation procedures conformed to guidance in the 2010 Regional Supplement to the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual. This involved evaluation of soils, vegetation, and hydrology throughout the property. Wetland boundaries were flagged at roughly 50-foot intervals and the coordinates of each flag point were recorded with a GPS unit with sub-meter accuracy. Coordinate data were compiled in ArcGIS to prepare a map of the wetlands. Field data forms were compiled at several locations to document the basis for determining wetland boundaries; these forms accompany this report.

The accompanying map (**Figure 3**) shows the boundaries between upland and wetland areas; **Figure 4** depicts the wetland boundaries superimposed on elevation contours within the property. The property was found to contain approximately 74.2 acres of wetlands, or 44% of the total property. Wetland boundaries in this property typically occur near the base of steeply sloped uplands. As seen in **Figure 4**, slopes rise roughly 70 feet above the Eight Mile Creek floodplain on the southeast and northwest sides of the property. Most of the wetlands can be characterized as bottomland forested habitat (PFO). Except for the sewer line that runs diagonally across the property, these wetlands are relatively undisturbed and have a well-developed canopy and shrub layer that contain sweetbay magnolia (*Magnolia virginiana*), black titi (*Cliftonia monophylla*), yellow poplar (*Liriodendron tulipifera*), red maple (*Acer rubrum*), swamp tupelo (*Nyssa biflora*), Atlantic white cedar (*Chamaecyparis thuyoides*), green titi (*Cyrilla racemiflora*), anise tree (*Illicium floridanum*), and giant gallberry (*Ilex coriacea*). Soils in these wetlands are generally sandy muck. Other wetlands occur in smaller drainageways that are characterized by similar plant species but also contain scattered exotic invasive species such as Chinese tallow tree (*Triadica sebifera*). Uplands are characterized by a canopy and shrub layer that contain water oak (*Quercus nigra*), live oak (*Quercus virginiana*), Darlington's oak (*Quercus hemisphaerica*), loblolly pine (*Pinus taeda*), green titi (*Cyrilla racemiflora*), and giant gallberry (*Ilex coriacea*). The exotic invasive Japanese climbing fern (*Lygodium japonica*) is present in some of the upland areas. Soils in the uplands consist mainly of sand and are well-drained. Exceptionally large yellow poplar (*Liriodendron tulipifera*) were observed near the upland/wetland margins, suggesting that much of these areas have not been logged for many years.

Vittor & Associates recorded 3 Gopher Tortoise (*Gopherus polyphemus*) burrows in the eastern uplands (locations are shown on **Figures 3 and 4**). This species is listed as Threatened by the U.S. Fish & Wildlife Service and is generally associated with well-drained sandy soils.

Please feel free to call if you have any questions or need any additional information.

Sincerely,

Barry A. Vittor, PhD
President

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

I. Property Address: Shelton Beach Road Extension Mobile, AL 36618, vacant land: 213.83 ± acres --key nos. 1659734, 326515, 326481 and 326506.

City Council District and Zoning: District 1, Cory Penn / Zoning All Parcels: R-1

☐ Sale or Lease: to a nonprofit to support the community.

II. ☐ Buyer or Lessee: The Rain Group, a nonprofit corporation

III. Date of City Council Resolution Assenting to Sale or Lease: April 27, 2021; Res. 60-294-2021.

IV. Advertisements: *Yielded no bids

- Dates: June 6, 2021
- Methods: ☒ City Websites: Bid page and Real Estate Listing page
☒ For Sale sign posted; ☒ Other: Lagniappe & Mobile Press Register

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

VI. Method of Sale:

☐ Sale by Realtor ☐ Request for Proposals
☒ Request for Bids in 2021 with no bids ☐ Negotiation
☐ Exchange (explain, including Party, Property) _____
☐ Adjacent Property Owner / Sidelot
☒ **Sale for Less than Fair Market Value: X_Public Purpose for \$1.00**

REQUEST TO:

1. Declared city of mobile property surplus res. 60-294-2021, 4/27/21.
2. Convey real property for public purpose to: The Rain Group, a nonprofit corporation.
3. Previous RFB with no bids; property with wetlands, MAWSS and drainage easements

VII. Fair Market Value: \$163,000

How Determined: ☒ MAI Appraisal; Date of Appraisal Nov 2024

☐ Appraisal ordered by: ☐ CITY or ☐ PURCHASER

☒ Tax Assessor

VIII. Sale/Lease for Public Purpose identified:

☒ Non-profit (name & purpose) _____

☐ Public Entity (name & purpose) _____

VIV. Notice given to adjacent property owners: ☒ Yes ☐ No

If yes, date of notice: May 6, 2021

X. Competing offers: N/A If Yes; (Explain) _____

THIS INSTRUMENT PREPARED BY:
Madeleine Maury Sherman, Esq.
Burr & Forman LLP
11 North Water Street Suite 22200
Mobile, Alabama 36602

execution version 12.5.24

STATE OF ALABAMA

COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into effective as of the Effective Date, as hereinafter defined, by and between THE CITY OF MOBILE, an Alabama municipal corporation (hereinafter referred to as "Seller" or "City") and The Rain Group, Inc., a nonprofit organization, (hereinafter referred to as "Purchaser").

BACKGROUND:

WHEREAS, Seller is the fee owner of approximately 214 acres of undeveloped real property commonly known as key numbers 1659734, 326515, 326481, and 326506 along Shelton Beach Road, Mobile, AL 36618 and more particularly described as Parcel A and Parcel B in **Exhibit A** attached hereto and made a part hereof by reference ("Property");

WHEREAS, Seller has never utilized the Property and is currently not utilizing the Property;

WHEREAS, Resolution 60-294-2021 was approved on April 27, 2021 authorizing Seller to sell the Property and stating that upon receipt of a purchase offer with favorable terms and conditions, "the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement";

WHEREAS, the City Clerk's office held a public opening of bid submissions on June 30, 2021, in the atrium of Government Plaza, with no purchaser offers received. During the 30-day public posting in June 2021, a physical FOR SALE sign was erected facing Shelton Beach Road, the sale was advertised in required newspapers, online, and on the Seller's procurement page, all in compliance with applicable city ordinance;

WHEREAS, on October 30, 2024, Seller received a proposal from Purchaser, attached hereto as **Exhibit B**, to purchase the Property for the purpose of developing the Property into a community campus that includes emergency shelter infrastructure, transitional housing for unhoused individuals, and a workforce development facility that will provide individuals with industry-specific training and other assistance needed to help individuals transition into the workforce;

WHEREAS, Seller has determined that because Purchaser's proposed use of the Property provides a critical service to the community that the City currently lacks, and that because Purchaser's intended use serves a public purpose by promoting public health, safety, and general welfare, Seller desires to sell the Property to Purchaser for \$1.00 subject to the condition that Purchaser agrees to use the Property to serve the community for the duration of Purchaser's ownership of the Property; and

WHEREAS, upon Closing, Purchaser will move forward in working in conjunction with the City to ensure the Property is utilized for a public purpose and provides assistance to the City's unhoused population.

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereto hereby agree as follows:

1. **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 executed pursuant hereto. Purchaser understands and agrees that Purchaser's Insurable Fee Simple Title (as defined in Section 4 below) will be subject to the requirement that, for as long as Purchaser owns the Property, Purchaser must utilize the Property for a public purpose that provides assistance to the City's unhoused population, and at Closing, Purchaser shall grant to Seller a right of first refusal to purchase Purchaser's Insurable Fee Simple Title pursuant to the terms provided in the form Right of First Refusal Agreement attached hereto as **Exhibit C-2**.
2. **Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be One and No/100 Dollars (\$1.00). 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. Purchaser's obligation to close is not contingent on obtaining financing.
3. **Earnest Money.** There shall be no payment of money by Purchaser to Seller prior to Closing ("**Earnest Money**").
4. **Survey and Title.**
 - 4.1. **Survey.** An existing, unsigned Subdivision Survey by Byrd Surveying, October 20, 2020 ("**Existing Survey**"), may be provided at Purchaser's request. Purchaser may, at Purchaser's sole cost and expense, obtain a new and/or updated survey certified by a registered surveyor (the "**New Survey**").
 - 4.2. **Seller's Title.** At the Closing, Seller shall convey with Insurable Fee Simple Title to the Property by Statutory Warranty Deed to Purchaser, in the form attached hereto as **Exhibit C-1**, subject only to the following exceptions (herein referred to as the "**Permitted Exceptions**"):
 - (i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
 - (ii) restrictive covenants and/or building setback lines, if any, applicable to the Property;
 - (iii) ad valorem taxes for the year of closing which shall be prorated at closing;
 - (iv) easements for public or private utilities and/or roadways of record or in place;

- (v) all other matters relating to the Property recorded in the land records of Mobile County, Alabama or otherwise discoverable during physical inspection of the Property; and
- (vi) all matters disclosed by any New Survey and any exceptions set forth on the Title Commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with Section 4.3

"Insurable Fee Simple Title," as used in this Agreement, shall mean such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions and the Permitted Exceptions.

- 4.3. Title Objections. On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's sole 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 in the amount of the Purchase Price (the "Title Commitment") subject, however, to the Permitted Exceptions, but without exception as to mechanics or similar liens, and free and clear of any and all other mortgages, liens, judgments, leases, encumbrances, parties in possession, licenses, covenants, conditions, restrictions, easements, encroachments and any other matters of any nature affecting the title except as permitted in this Agreement. Within ten (10) days of receipt by Purchaser of the Title Commitment (and copies of all recorded instruments affecting the Property) and the New Survey (if obtained by Purchaser pursuant to Section 4.1), Purchaser shall advise Seller in writing of any objections to the Title Commitment and/or the New Survey and, if no objections are so submitted by Purchaser within the applicable time period, it shall be deemed that the Title Commitment and the New Survey are satisfactory, and Purchaser has no objections thereto. If Purchaser does advise Seller in writing of any objections, Seller shall have five (5) days after the receipt of such statement of objections ("Cure Notice Period") in which to notify Purchaser as to whether it will cure or remove such objections, Seller having no obligation to do so, and Seller's failure to provide such notice within the Cure Notice Period shall be deemed to Seller's decision not to cure. If Seller notifies Purchaser that it will not cure or remove such objections, or if Seller is deemed to have elected not to cure such objections, then within ten (10) days after the earlier of (i) Purchaser's receipt of Seller's notice regarding cure or (ii) expiration of the Cure Notice Period, Purchaser shall elect to either (i) 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 or (ii) waive such objections to Seller's title. Failure by Purchaser to elect either alternative by written notice to Seller within such ten (10) day period shall be deemed an election to waive such objections.

Purchaser shall have the right to object to any title issues or survey matters first occurring after the date of the Title Commitment or the New Survey (each a "New Encumbrance") by giving written notice of the New Encumbrance to which Purchaser is objecting at any time prior to Closing, but not later than three (3) business days after discovery of the same. If Purchaser does not object to any New Encumbrance by giving timely written notice as herein provided, such New Encumbrance shall be a Permitted Exception. In the event Purchaser gives timely written notice of objection to any New Encumbrance as herein provided, the provisions of this Section 4.3 shall apply with respect thereto as if set forth herein in full. If the Seller elects to cure and provides notice thereof within Seller's Cure Notice Period, but after the deadline for Closing provided in Section 8.1, then the Closing shall occur within fifteen (15) days after the expiration of said Cure Notice Period.

4.4. Inspection Period. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Property upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Property, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Property as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Property and any other information respecting the Property. In connection with Purchaser's review and inspection of the Property, Purchaser will provide to Seller copies of all surveys, plans, zoning submission materials, and inspection reports, upon Seller'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 damages 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. 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 at 5:00 P.M. Central Time on the date that is fifteen (15) days following the Effective Date (the "Inspection Period"), 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 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. 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.

5. 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:

5.1. Title. Seller is the owner of Insurable Fee Simple Title to the Property, which shall be free and clear of all encumbrances, occupancies or restrictions except for the Permitted Exceptions.

5.2. Authority. Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property 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;
- (iii) the execution of every document delivered by Seller pursuant to this Agreement have been duly authorized and validly executed and delivered by Seller, and will not:
 - a. 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;

- b. constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound;
- c. 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,
- d. violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

5.3. Pending Litigation. Seller has received no written notice of any claims, actions, lawsuits, or proceedings involving the Property.

5.4. Tenants. There are no current leases or tenants.

5.5. Management Contracts. There are no management arrangements or service contracts respecting the Property.

5.6. Environmental Matters. Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Property, if any. Seller has not used, authorized or allowed the use of the Property 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 and shall not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.

5.7. Property Conditions. Seller represents and warrants that to the best of Seller's knowledge, Seller has no knowledge of, and has received no notice of any conditions which would negatively impact the Property, except that (i) both Parcel A and B comprising the Property appear to be affected by wetlands near Eight Mile Creek and (ii) the wetlands delineation report dated April 24, 2023 prepared for the City by Barry A. Vittor & Associates, Inc., attached hereto as **Exhibit D** and incorporated herein by reference, describes wetlands located within Parcel A.

5.8. No Other Representations. Except as expressly provided in this Agreement or the Statutory Warranty Deed, 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. Purchaser shall be responsible for obtaining any zoning and/or permit approvals necessary for Purchaser's development and use of the Property. The City does not represent that the Property is or can be zoned for the proposed use.

6. Purchaser's Representations. Purchaser represents and warrants that: (i) Purchaser is as 501(c)(3) non-profit corporation authorized to operate in the State of Alabama; (ii) Purchaser has taken all necessary actions to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform this Agreement and the transaction contemplated hereby; (iii) the execution and delivery of this Agreement does not conflict with any law or regulation to which Purchaser is subject or any agreement to which Purchaser is a party; and (iv) Purchaser will pursue the development of the Property as described in the proposal documents attached hereto as **Exhibit B** and incorporated herein by reference, and Purchaser will work with the City to ensure the Property is utilized for a public purpose and provides assistance to the City's unhoused population. If any circumstances change between the Effective Date of this Agreement and Closing that could alter

the accuracy of Purchaser's representations and warranties in this Section, Purchaser shall provide Seller written notice thereof prior to Closing and Seller shall then notify Purchaser in writing as to whether Seller elects to either terminate this Agreement or give Purchaser ten (10) days to cure.

7. **Closing Conditions.** 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 Sections 7.1 through 7.3 hereinafter. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing. Unless Purchaser shall advise Seller in writing within the applicable time period, or prior to Closing if no required time period, that same are not satisfied, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent is not then 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.

7.1. **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 ("Title Policy").

7.2. **Property Conditions.** 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.

7.3. **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. These conditions precedent shall be applicable through the date of Closing, as may be extended pursuant to Section 4.

7.4. **Right of First Refusal.** Seller's obligations under this Agreement are subject to Purchaser's execution of a Right of First Refusal Agreement in the form attached hereto as **Exhibit C-2**.

8. **Closing.**

8.1 **Closing Date and Location.** Unless otherwise agreed upon between Seller and Purchaser, the Closing (the "Closing") shall occur no later than fifteen (15) days after end of the Inspection Period, with Pierce Ledyard Johnston, PC, at 3801 Airport Blvd, Mobile, AL 36608 ("Escrow Agent").

8.2 **Deliveries at Closing.** The purchase and sale of the Property contemplated by this Agreement shall be closed 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 2 hereof, and by the execution and delivery of the following documents to be prepared by Purchaser:

8.2.1 A duly executed closing statement itemizing all credits between Seller and Purchaser;

- 8.2.2 A duly executed certificate of Seller reaffirming the representations and warranties made in Section 5 of this Agreement;
- 8.2.3 A duly executed affidavit of title 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 date of Closing 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);
- 8.2.4 A duly executed ROFR in the form attached hereto as **Exhibit C-2** to be recorded at Closing immediately after recordation of the Statutory Warranty Deed;
- 8.2.5 A duly executed certificate 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;
- 8.2.6 A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S;
- 8.2.7 Physical possession of all the Property; and
- 8.2.8 Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested by Escrow Agent, the title company, or counsel.

8.3 Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

- 8.3.1 Real estate taxes which are due and payable during the calendar year in which the closing occurs shall be prorated between the parties. The proration of real estate taxes shall be based upon the number of days in the calendar year in which the Closing occurs, namely, on a per diem basis. If the actual amount of real estate taxes is not known at the time of the Closing, then the parties shall adjust the taxes based on the actual amount of real estate taxes for the prior year. Such prorations as described herein shall be re-adjusted by the parties as soon as the actual amount of taxes due and payable in the year in which the Closing occurs is known, upon presentation of reasonable evidence thereof. This provision shall survive delivery of the Deed.
- 8.3.2 Seller shall pay any fees and expenses of the Seller's Escrow Agent for preparation of the Statutory Warranty Deed, and expenses for services rendered by Seller's expenses for services rendered by accountants, appraisers, architects, attorneys, consultants, contractors, or engineers. Purchaser shall pay the fees and expenses of Purchaser's attorneys, accountants, appraisers, architects, attorneys, consultants, contractors, or engineers, all title insurance costs and premiums, prorated ad valorem taxes and all other closing costs or fees.
- 8.3.3 Purchaser shall present the Statutory Warranty Deed to the Mobile County Probate Court, along with the Real Estate Validation Form (RT-1) and pursuant to Section 40-22-1 of the Alabama Code (1975) within ten (10) days of Closing.

8.4 Condemnation. In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Property which has not yet been purchased by Purchaser 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 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.

9. **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.

10. **Default.**

10.1 **Seller's Default.**

10.1.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise 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, or (ii) Purchaser may seek specific performance.

10.1.2 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 10.1.1 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.

10.2 **Purchaser's Default.**

10.2.1 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.

10.2.2 As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, 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 cure the default and 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.

11. **Assignment of Agreement**. This Agreement is not assignable

12. **Time of Essence**. Time is of the essence hereof.

13. **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,
- (iii) by delivery via electronic (pdf or facsimile) transmission with receipt confirmation and with an original sent by first class mail; or
- (iv) by e-mail and deemed received upon receipt so long as the same is sent on the same day by a reputable overnight delivery service. Each notice shall be addressed to each party at its address set forth below its signature, 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 date of courier delivery or electronic transmission, or on the third day after the date of deposit in the United States mail as to notices sent only by certified mail.

Seller:

The City of Mobile
Real Estate Department
Post Office Box 1827
Mobile, AL 36633-1827
e-mail: carleen.stout@cityofmobile.org

Copy to:

The City of Mobile
Assistant City Attorney
Post Office Box 1827
Mobile, AL 36633-1827
e-mail: rwoods@cityofmobile.org

Purchaser:

The Rain Group, Inc.
a nonprofit organization
2721 Airport Blvd
Mobile, AL 36606
Attn: Monique M. Rogers
e-mail: mrogers785@aol.com

Copy to:

The Rain Group, Inc.
a nonprofit organization
PO Box 10698
Prichard, AL 36610
Attn: Ron Johnson
e-mail: ron.johnson@lodestonesg.com

14. **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.

15. **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.
16. **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.
17. **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.
18. **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 (as set forth in 5. U.S. Code § 6103), 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.
19. **Effective Date.** This Agreement shall be effective as the day on which both parties have executed an identical counterpart of this Agreement, as indicated by the dates next to each party's signature (the "Effective Date").
20. **Anti-Discrimination.** All of City of Mobile 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 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.
21. **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.
22. **Indemnification.** Purchaser shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect any commission payable to any real estate agent or broker engaged by Purchaser and any and all claims, damages, liabilities, 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 Purchaser's breach of this Agreement.

-SIGNATURES TO FOLLOW-

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, an Alabama Municipal Corporation

By: _____

Name: William S. Stimpson

As Its: Mayor

Date: _____

ATTEST:

City Clerk

PURCHASER:

The Rain Group, Inc. a nonprofit organization

By: Monique Rogers

Name: Monique M. Rogers

Its: Founder

Date: December 5, 2024

STATE of Alabama

COUNTY of Lee

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Monique M. Rogers, as Founder of The Rain Group, Inc., a nonprofit organization 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 such Agreement, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 5th day of December, 2024.

Angel S. Irvin
Notary Public, Alabama State At Large
My Commission Expires October 27, 2026

Angel S. Irvin
Notary Public

My Commission Expires: Oct 27, 2026

EXHIBIT A

Location: Shelton Beach Road Extension, Mobile, Alabama 36618

LEGAL DESCRIPTION:

STATE OF ALABAMA COUNTY OF MOBILE

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING.

PARCEL B : COMMENCING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 60.38 FEET TO THE WEST LINE OF SHELTON BEACH ROAD EXTENSION FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 1009.82 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 00° - 20' - 26" WEST 1344.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 89° -51' - 14" WEST 1341.03 FEET TO A CORNER OF RIGHTWAY SUBDIVISION AS RECORDED IN MAP BOOK 137 PAGE 61 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° - 56' - 37" WEST 694.01 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 00° - 56' - 37" WEST 4.0 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE SOUTHEASTWARDLY ALONG THE MEADERINGS OF THE SOUTH BANK OF EIGHT MILE CREEK 4365 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SHELTON BEACH ROAD EXTENSION THENCE SOUTH 06° - 31' - 50" WEST ALONG SAID WEST LINE 10 FEET MORE OR LESS TO A BSI CAPPED REBAR SET; THENCE CONTINUE SOUTH 06° - 31' - 50" WEST 1455.07 FEET TO THE POINT OF BEGINNING.

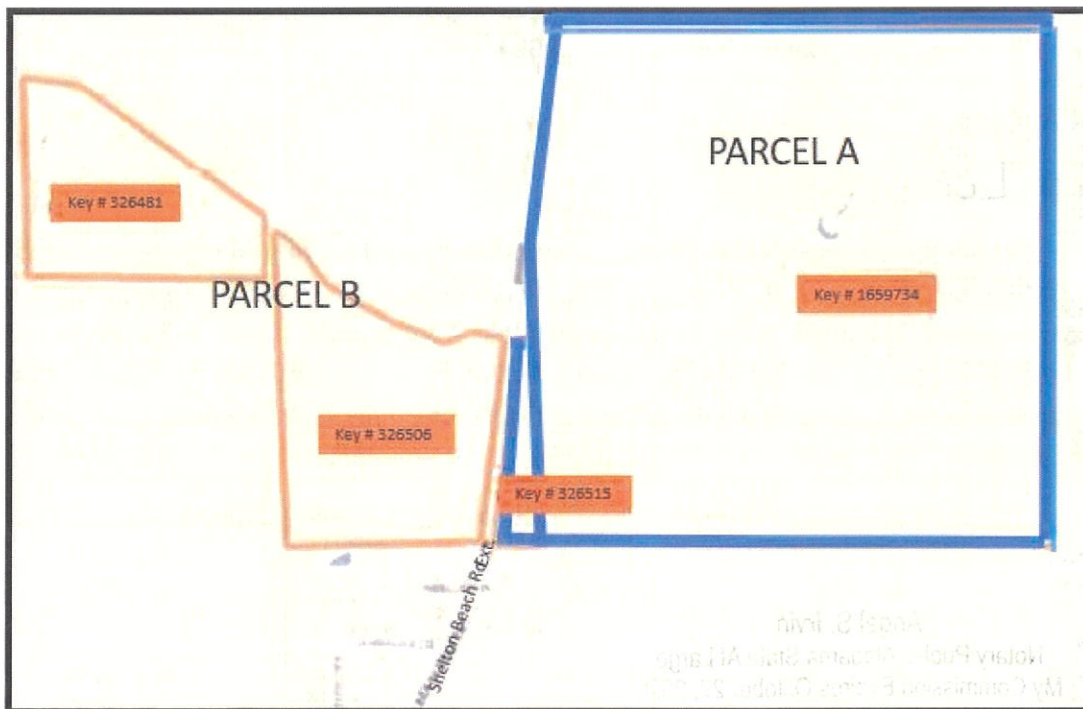
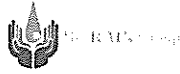


EXHIBIT B

Purchaser's October 30, 2024 Proposal and Supporting Documentation Describing Purchaser's Proposed Project



Phone: (877)-475-6418
Website: theraingroup.org
Email: info@theraingroup.org

Mobile Community Development Initiative

A Comprehensive Development Framework

Executive Overview

The Mobile Community Development Initiative presents a transformative approach to urban development, encompassing 200+ acres in Mobile, Alabama. This project represents a paradigm shift in community development, integrating storm resilience, workforce development, and community sustainability into a cohesive ecosystem. The initiative's comprehensive scope is reflected in its ambitious metrics: the creation of employment opportunities, development of at least 1000 housing units, and annual training capacity for 2,000 individuals. At its core, the project features storm protection facilities capable of sheltering more than 700 residents during severe weather events, demonstrating our commitment to community safety and resilience.

Site Layout and Core Infrastructure

The master plan to be offered will strategically divide the 200+ acre development into six interconnected zones, each meticulously designed to serve specific community needs while maintaining operational synergy. At the heart of the development lies the Emergency Response & Community Safety zone, occupying 5 crucial acres. This zone's centerpiece, a 10,000-12,000 square-foot storm shelter complex designed to withstand Category 5 hurricane conditions while providing comprehensive emergency management capabilities.

The facility transcends traditional shelter design, incorporating advanced medical triage capabilities, sophisticated emergency operations facilities, and extensive supply storage areas. This robust emergency response infrastructure ensures that community safety

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Phone: (877)-475-6418

Website: theraingroup.org

Email: info@theraingroup.org

remains paramount while seamlessly integrating with daily community functions through thoughtful design and accessibility considerations.

Workforce Development Framework

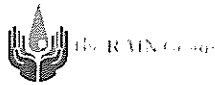
The Workforce Development Campus, spanning 50 acres, serves as the economic engine of the community. Centered around a state-of-the-art training facility, this campus represents a comprehensive approach to economic empowerment and career advancement. The facility houses specialized classrooms, hands-on workshops, and advanced computer laboratories, each designed to facilitate industry-specific training programs in high-demand sectors including manufacturing, healthcare, and technology.

Understanding that workforce development extends beyond traditional training, the Rain Group has incorporated a comprehensive barrier elimination strategy. Therefore, we will facilitate grass roots recruitment efforts; and provide appropriate clothing, transportation assistance, and on-site childcare facilities. Additionally, we will integrate digital access support to address the practical needs that might otherwise impede program entry and completion. This holistic approach transforms traditional workforce development into a comprehensive pathway to economic independence, supported by direct industry partnerships that create immediate employment opportunities for program graduates.

Housing and Community Integration

The residential development component, occupying 70 acres, exemplifies innovative community planning through its mixed-income approach and comprehensive support infrastructure. Our goal is to provide access to housing to individuals that are un-housed and "the hardest to reach" based on the lack of life of experiences. This model addresses housing instability by integrating housing solutions within a broader framework of community support. The housing continuum begins with emergency shelter access and progresses through transitional housing to permanent supportive housing and affordable rental units, ultimately offering paths to homeownership for those who choose it.

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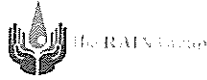
Critical to the housing program's success is its robust barrier elimination strategy, which includes deposit assistance, utility connection support, and furniture assistance programs. These support services, combined with moving assistance and housing navigation support, ensure smooth transitions between housing types while maintaining long-term stability. The residential zones feature thoughtfully designed multi-family developments, townhouses, and single-family homes, creating a truly integrated community where green spaces and community amenities ensure every resident has easy access to recreation, childcare, and gathering spaces.

Implementation Timeline

The development's implementation follows a meticulously orchestrated three-phase approach spanning 36 months, ensuring systematic progression from groundwork to community activation. Phase 1, the Foundation phase, encompasses the initial 12 months and focuses on establishing critical infrastructure that will support the entire development. This period begins with comprehensive environmental studies and site preparation, prioritizing the storm shelter complex construction to ensure community safety from the earliest stages. The implementation of utility infrastructure during this phase includes forward-thinking elements such as smart grid integration and sustainable water management systems.

Phase 2, the Core Development phase, will mark the crucial transition from infrastructure to community building during months 13-24. This period witnesses the completion of the storm shelter complex and accelerated progress on the workforce development center. As the first residential units take shape, the technology infrastructure installation creates the backbone for a smart, connected community. The final phase, Expansion, transforms the site from a construction project into a thriving community over months 25-36, completing residential areas, finalizing commercial spaces, and fully implementing community programs. This carefully planned progression ensures that each component builds upon the previous, creating a solid foundation for long-term community success.

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Funding Structure

The funding structure leverages multiple sources, from government funding through various programs including HUD Community Development, USDA Grants, FEMA Resilience Grants, Department of Labor Workforce Development initiatives, and leveraging HUD vouchers. We will also secure funds from private investors; this funding architecture carefully balances public and private funding sources, creating a sustainable model for large-scale community development.

Technology and Innovation

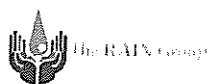
The development's technology infrastructure creates a robust foundation for innovation and future growth, positioning the community at the forefront of digital integration and smart city development. A comprehensive fiber optic network and 5G coverage support remote work capabilities and digital inclusion initiatives, while smart city infrastructure enables efficient resource management and improved community services. A data center and innovation hub will provide essential resources for technology companies and entrepreneurs, creating a fertile environment for economic growth and technological advancement.

This technological framework extends beyond basic connectivity to create a truly integrated digital ecosystem. The community-wide platform facilitates everything from emergency management to daily service delivery, while environmental monitoring systems ensure optimal resource utilization. Through careful integration of these technologies, the development creates a living laboratory for smart city innovation while ensuring that digital resources remain accessible and beneficial to all community members, regardless of their technological expertise.

Environmental Sustainability

Environmental considerations permeate every aspect of this development, from infrastructure design to daily operations. The green infrastructure network includes

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extensive parks, walking trails, and natural areas that serve both recreational and ecological functions. Sustainable design elements are incorporated at every level, from energy-efficient buildings to water conservation systems and native landscaping, creating a comprehensive approach to environmental stewardship that enhances both community resilience and quality of life.

The technology infrastructure actively supports environmental goals through smart monitoring systems that optimize resource use and reduce waste. Solar arrays and smart grid integration provide clean energy, while advanced water management systems protect against flooding and ensure sustainable water use. This integrated approach to environmental sustainability not only reduces the development's ecological footprint but also creates a model for future sustainable community development, demonstrating how environmental responsibility can align with economic and social progress.

Community Support Services

The Community Couch platform serves as the cornerstone of the development's engagement strategy, representing an innovative approach to community building and service delivery. Fully equipped mobile units provide flexible, responsive community outreach, bringing services directly to residents wherever they're needed. This mobile approach is supported by a robust digital infrastructure that includes an online portal, mobile app, and comprehensive resource database, ensuring that support services remain accessible and responsive to community needs.

The support services network provides comprehensive assistance ranging from mental health services and substance abuse programs to educational assistance and financial literacy training. These services are delivered through a coordinated approach that recognizes the interconnected nature of personal and community well-being. Regular health screenings, career counseling, and other essential services ensure that residents have access to the resources they need to thrive, while community engagement programs

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foster social connections and cultural engagement that strengthen the fabric of the community.

Success Metrics and Evaluation

The initiative's success metrics encompass both individual progress and community-wide impact, creating a comprehensive framework for evaluating and improving program effectiveness. Individual metrics track crucial indicators including housing stability rates, employment retention, income growth, and health improvements, providing detailed insights into personal progress and program effectiveness. Community-level metrics monitor broader indicators such as homelessness reduction, employment rates, and economic growth, ensuring that the development's impact extends beyond individual success stories to create meaningful community-wide change.

The commitment to continuous improvement is embedded in every aspect of the development through regular evaluations, outcome tracking, and program adaptation. Client feedback drives program adjustments, while staff development ensures high-quality service delivery. This data-driven approach to evaluation and improvement ensures that the development remains responsive to community needs while continuously enhancing its effectiveness and impact. Through this comprehensive evaluation framework, the initiative not only measures its success but also creates a model for data-driven community development that can inform similar projects across the region and beyond.

In conclusion, The Mobile Community Development Initiative represents a paradigm shift in urban development, demonstrating how thoughtful integration of infrastructure, technology, and social services can create lasting community resilience. This initiative transcends traditional development models by addressing multiple critical challenges simultaneously: environmental vulnerability, economic opportunity, and social equity. Through its innovative design and comprehensive approach, the initiative establishes new standards for community development in coastal regions.

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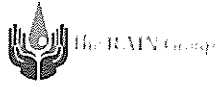
The development's strategic framework—encompassing 200+ acres of carefully planned space—creates a self-reinforcing ecosystem where each component strengthens the others. The Category 5-rated storm shelter provides immediate security, while the workforce development campus ensures long-term economic stability. The mixed-income residential areas, supported by comprehensive social services, create an inclusive community where diversity becomes a catalyst for growth and innovation. This interconnected approach ensures that the whole becomes greater than the sum of its parts.

The development's impact extends far beyond its physical boundaries by creating jobs, providing workforce development, and offering storm protection for residents. We will address critical regional needs while establishing Mobile as a leader in resilient community development. The integration of advanced technology infrastructure positions the community at the forefront of digital innovation, while comprehensive environmental systems ensure long-term sustainability.

Most significantly, the Mobile Community Development Initiative provides a replicable framework for addressing the complex challenges facing coastal communities in the 21st century. Through its holistic approach to community resilience, economic development, and social equity, the initiative creates a model that can be adapted and implemented across the Gulf Coast region and beyond. As communities worldwide grapple with similar challenges of environmental vulnerability, economic disparity, and social fragmentation, this development offers a proven pathway toward sustainable, equitable, and resilient community development.

The success of this initiative will not be measured solely by its physical infrastructure, technology infrastructure nor its financial returns, but by its ability to transform lives and strengthen community bonds. Through careful planning, comprehensive support systems, and a commitment to continuous improvement, the Mobile Community Development Initiative sets new standards for what community development can achieve. As we move forward with implementation, we are not just building structures, we are creating a legacy of resilience, opportunity, and sustainable growth that will benefit generations to come.

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The time has come for a new approach to community development—one that recognizes the interconnected nature of environmental, economic, and social challenges. The Mobile Community Development Initiative answers this call with a comprehensive, innovative solution that promises to transform not just a single community, but the very way we think about urban development in vulnerable coastal regions. As we proceed with implementation, we invite stakeholders, partners, and community members to join us in this transformative endeavor that will reshape the future of community development.

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EXHIBIT C -1

STATUTORY WARRANTY DEED (form)

Grantee's Tax Notice Address:

1315 Warren Drive
Daphne, AL 36526

2122 Hand Avenue
Mobile, AL 36612

Grantor's Address:

Office of City Clerk
205 Government Plaza
Mobile, Alabama 36644

Property Address:

Undeveloped real property on Shelton
Beach Road in Mobile County, Alabama
36618 having key #s 1659734, 326515,
326481, and 326506

Appraised Value: \$217,000

This instrument prepared by:

Madeleine Maury Sherman, Esq.
Burr & Forman LLP
11 North Water St., Suite 22200
Mobile, Alabama 36602

STATE OF ALABAMA)

COUNTY OF MOBILE)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF MOBILE, ALABAMA** (hereinafter "Grantor"), for and in consideration of the sum of **TEN AND 0/100 DOLLARS (\$10.00)** in hand paid this day to the said Grantor by **The Rain Group, Inc., a non-profit corporation** ("Grantee"), does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee all of that certain undeveloped real property located on Shelton Beach Road in the County of Mobile, State of Alabama and more particularly described as follows:

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING

PARCEL B : COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 60.38 FEET TO THE WEST LINE OF SHELTON BEACH ROAD EXTENSION FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 1009.82 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 00° - 20' - 26" WEST 1344.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 69° -51' - 14" WEST 1341.03 FEET TO A CORNER OF RIGHTWAY SUBDIVISION AS RECORDED IN MAP BOOK 137 PAGE 61 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, THENCE NORTH 00° - 56' - 37" WEST 694.01 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 00° - 56' - 37" WEST 4.0 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE SOUTHEASTWARDLY ALONG THE MEANDERINGS OF THE SOUTH BANK OF EIGHT MILE CREEK 4365 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SHELTON BEACH ROAD EXTENSION THENCE SOUTH 06° - 31' - 50" WEST ALONG SAID WEST LINE 10 FEET MORE OR LESS TO A BSI CAPPED REBAR SET; THENCE CONTINUE SOUTH 06° - 31' - 50" WEST 1455.07 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM such, oil, gas and other minerals, in on and under the above described property as may have been previously reserved by or conveyed by predecessors in title, but it being the intent of the Grantor to convey all other interests to Grantee.

The real property conveyed herein is conveyed **SUBJECT TO THE FOLLOWING:**

1. The lien for ad valorem taxes not yet due and payable
2. Instruments applicable to the real property which are of record in the Office of the Judge of Probate of Mobile County, Alabama.

THE REAL PROPERTY CONVEYED HEREBY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

TO HAVE AND TO HOLD, the above described real property together with all and singular, the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto the said Grantee, its successors and assigns, in fee simple forever.

IN WITNESS WHEREOF, the undersigned has caused this deed to be properly executed and delivered this ____ day of _____, 2025.

GRANTOR:

CITY OF MOBILE, a municipal corporation

By: _____

Name: William S. Stimpson

Its: Mayor

STATE OF ALABAMA)

)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that WILLIAM S. STIMPSON whose name as the Mayor of the City of Mobile, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said cooperative district as of the day the same bears date. Given under my hand this ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

EXHIBIT C-2

RIGHT OF FIRST REFUSAL AGREEMENT (form)

RIGHT OF FIRST REFUSAL AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This Right of First Refusal Agreement, ("Agreement") is made and entered into effective as of the Effective Date, as hereinafter defined, by and between The Rain Group, a non-profit organization ("Owner") and THE CITY OF MOBILE, an Alabama municipal corporation ("City").

For and in consideration of the mutual promises, covenants, stipulations, understandings and agreements hereinafter set forth, Owner hereby grants unto City, upon the terms and conditions set forth herein, an irrevocable and exclusive Right of First Refusal ("ROFR") to purchase the real property commonly known as key numbers 1659734, 326515, 326481, and 326506 along Shelton Beach Road, Mobile, AL 36618 ("Property") and more particularly described as follows:

PARCEL A : BEGINNING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 1435.00 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 15 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE EASTWARDLY ALONG THE MEANDERINGS OF SAID CREEK 59 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 (REFERENCE IRON SET 11' MORE OR LESS SOUTH); THENCE NORTH 00° - 53' - 40" WEST 485 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE NORTH 06° - 31' - 50" EAST ALONG SAID EAST LINE 742.91 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 89° -16' - 38" EAST 2554.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 00° - 45' - 46" EAST 2636.98 FEET TO THE POINT OF BEGINNING

PARCEL B : COMMENCING AT THE SOUTHEAST CORNER OF OF SECTION 35, TOWNSHIP-3-SOUTH, RANGE-2-WEST, MOBILE COUNTY, THENCE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 2894.36 FEET TO A POINT ON THE EAST LINE OF SHELTON BEACH ROAD EXTENSION; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 60.38 FEET TO THE WEST LINE OF SHELTON BEACH ROAD EXTENSION FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 89° - 53' - 49" WEST ALONG THE SOUTH LINE OF SECTION 35 A DISTANCE OF 1009.82 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, THENCE NORTH 00° - 20' - 26" WEST 1344.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35; THENCE NORTH 89° -51' - 14" WEST 1341.03 FEET TO A CORNER OF RIGHTWAY SUBDIVISION AS RECORDED IN MAP BOOK 137 PAGE 61 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° - 56' - 37" WEST 694.01 FEET TO A BSI CAPPED REBAR SET; THENCE CONTINUE NORTH 00° - 56' - 37" WEST 4.0 FEET MORE OR LESS TO THE SOUTH BANK OF EIGHT MILE CREEK; THENCE SOUTHEASTWARDLY ALONG THE MEANDERINGS OF THE SOUTH BANK OF EIGHT MILE CREEK 4365 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SHELTON BEACH ROAD EXTENSION THENCE SOUTH 06° - 31' - 50" WEST ALONG SAID WEST LINE 10 FEET MORE OR LESS TO A BSI CAPPED REBAR SET; THENCE CONTINUE SOUTH 06° - 31' - 50" WEST 1455.07 FEET TO THE POINT OF BEGINNING.

I. The ROFR

If Owner receives and desires to accept a bona fide offer to purchase Owner's fee simple interest in the Property ("Offer"), Owner shall provide written notice to City with an exact copy of all of the terms and conditions of such offer attached thereto, and City shall have the right to purchase Owner's fee simple interest in the Property on the same terms and conditions set forth in the Offer, provided that City delivers written notice to Owner of its election to do so ("Acceptance Notice") within twenty (20) days after receipt of such notice and Offer from Owner ("ROFR Deadline"). If City does not deliver its Acceptance Notice prior to the ROFR Deadline, Owner may proceed in selling its fee simple interest in the Property provided that the sale is consummated

with the same offeror on the same terms and conditions in the Offer. If the sale to the offeror does not consummate, the foregoing preemptive ROFR shall remain in existence notwithstanding City's non-exercise of the ROFR. The ROFR shall be terminated and forever upon the first of the following to occur:

(a) Upon purchase of the Property either by City or by offeror, provided offeror's purchase occurs only after compliance with the ROFR requirements provided herein; or

(b) Execution of written agreement by the City electing to forever terminate this Agreement and the ROFR granted herein.

II. CLOSING OF SALE

The sale of the Property to City shall be closed within sixty (60) days from the date Owner receives City's Acceptance Notice exercising the ROFR unless attorneys for the City discover objections to title in a current title commitment, in which case, the sale is to be closed when objections are either removed or waived by City, provided the objections are removed within a reasonable time. At closing, Owner shall deliver to City a statutory warranty deed ("Deed") conveying the Property to City, and City shall pay to Owner the sum of money stated in the Offer in the manner provided for in City's Acceptance Notice, plus City's portion of the closing costs. At Owner's expense, Owner shall provide the most recent survey of the Property and an Owner's Policy of Title Insurance, issued by a title company of City's choice ("Title company"), dated as of the date of closing, issued to City in the amount of the total sales price, and guaranteeing City's title to be good and indefeasible, subject only to the foregoing exceptions:

1. Restrictive covenants and recorded easements of record which affect title to the Property but which do not affect the current or intended use of the Property;
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements;
3. All taxes for current and subsequent years;
4. Any portions of the Property located in the boundaries of any public or private road or roadway; and
5. Any easements or rights-of-way for utilities presently of record, which do not affect the existing improvements on the Property other than driveways and parking areas.

Closing shall be at a date mutually agreeable to the parties, within the sixty (60) day period, and with the Title Company serving as closing agent. If said transaction is not closed and completed within the period of time hereinabove set forth because of City's default of the terms in the Offer, then said ROFR, unless extended by agreement of Owner and City in writing, shall be terminated, null and void. Taxes on the realty for the then current tax year shall be prorated to the date of closing. If taxes for that year are unavailable, taxes shall be prorated on the basis of prior year taxes. The closing costs shall be divided as follows:

Owner shall pay and discharge any liens on the Property and pay the cost for preparation of the Deed, one-half (1/2) of any escrow fee, costs of releasing any existing loan, tax statements, and other expenses stipulated to be paid by Owner under this Agreement.

City shall pay expenses incidental to making any loan from a third party to enable City to purchase the aforesaid realty (e.g., loan application fees, origination and commitment fees, loan discount fees, preparation of loan documents, survey, loan title insurance policy, and any credit report), one-half (1/2) of any escrow fee, and any other expenses stipulated to be paid by City under other paragraphs of this Agreement and the terms of the Offer.

III. WAIVES RIGHT AS TO PARTICULAR PURCHASER

In the event City elects not to exercise its ROFR to purchase as to a particular purchaser, it may do so by executing a waiver as to that offeror in writing. In such event, the Owner may proceed to sell the Property to such offeror on the terms of the Offer, subject to the terms herein. Regardless, in the event City elects not to exercise its ROFR, then City's ROFR shall not be extinguished nor shall it be deemed waived as to any subsequent sale of the Property and shall run with the land and remain in full force and effect.

IV. MISCELLANEOUS CLAUSES

(A) This Agreement together with the Purchase and Sale Agreement by and between Owner and City with respect to the Property, and previously recorded, contain the entire agreement of the parties hereto and supersedes all other prior agreements, if any, and negotiations between the parties hereto. No modification, amendment, change, or discharge of any term or provision of this Agreement shall be valid unless signed by the party against whom such waiver is asserted.

(B) Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this contract shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party,

(C) This entire Agreement is performable in the county where the Property is located, and venue for any action related, directly or indirectly, to this Agreement or in any manner or otherwise connected therewith shall be such County and this Agreement shall be construed under the laws of the State of Alabama.

(D) This Agreement shall be binding on the parties hereto, their heirs, personal representatives, successors, and assigns in interest and shall run with the land until terminated as herein provided

(E) If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect unless removal of said invalid provisions destroy the legitimate purposes of this Agreement, in which event this Agreement shall be canceled.

(F) This Agreement shall become effective upon the date of the last of either City or Owner to execute this Agreement ("Effective Date"), as shown by the dates on the signature pages.

The parties below, intending to be legally bound, have signed and dated this Agreement in the respective space set forth below its name.

THE CITY OF MOBILE, a Municipal Corporation

By: _____
Name: _____
As Its: Mayor
Date: _____

ATTEST:

City Clerk

OWNER:

The Rain Group, Inc., a nonprofit organization

By: Monique Rogers
Name: Monique Rogers
Its: Founder
Date: 12/5/2024

STATE of Alabama

COUNTY of AL

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Monique M. Rogers as Founder of the Rain Group, Inc., a nonprofit organization whose name is signed to the foregoing Right of First Refusal Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of such Agreement, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 5th day of December, 2024.

Angel S. Irvin
Notary Public, Alabama State At Large
My Commission Expires October 27, 2026

Angel S. Irvin
Notary Public

My Commission Expires: Oct 27, 2026

EXHIBIT D

Report Providing Wetlands Delineation, Dated April 24, 2023 and Prepared for the City by Barry A. Vittor & Associates, Inc.



BARRY A. VITTOR & ASSOCIATES, INC.

ENVIRONMENTAL RESEARCH & CONSULTING

8060 Cottage Hill Road

Mobile, Alabama 36695

Phone (251) 633-6100

Fax (251) 633-6738

April 24, 2023

City of Mobile
Attn: Carleen Stout-Clark
Real Estate Officer
P.O. Box 1827
Mobile, AL 36633

Subject: Wetland Delineation; Megginson Park

Dear Ms. Stout Clark,

This report has been prepared to describe Barry A. Vittor & Associates, Inc.'s wetland delineation of the City of Mobile's 168-acre Megginson Park property on Shelton Beach Road. This property is located in Section 35, Township 3 South, Range 2 West (**Figures 1 and 2**). The geographic coordinates of the approximate center of the property are Latitude 30.738080°N and Longitude 88.144904°W. The property assessed by Vittor & Associates is located on the east side of Shelton Beach Road and is bisected by Eight Mile Creek. Delineation procedures conformed to guidance in the 2010 Regional Supplement to the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual. This involved evaluation of soils, vegetation, and hydrology throughout the property. Wetland boundaries were flagged at roughly 50-foot intervals and the coordinates of each flag point were recorded with a GPS unit with sub-meter accuracy. Coordinate data were compiled in ArcGIS to prepare a map of the wetlands. Field data forms were compiled at several locations to document the basis for determining wetland boundaries; these forms accompany this report.

The accompanying map (**Figure 3**) shows the boundaries between upland and wetland areas; **Figure 4** depicts the wetland boundaries superimposed on elevation contours within the property. The property was found to contain approximately 74.2 acres of wetlands, or 44% of the total property. Wetland boundaries in this property typically occur near the base of steeply sloped uplands. As seen in **Figure 4**, slopes rise roughly 70 feet above the Eight Mile Creek floodplain on the southeast and northwest sides of the property. Most of the wetlands can be characterized as bottomland forested habitat (PFO). Except for the sewer line that runs diagonally across the property, these wetlands are relatively undisturbed and have a well-developed canopy and shrub layer that contain sweetbay magnolia (*Magnolia virginiana*), black titi (*Cliftonia monophylla*), yellow poplar (*Liriodendron tulipifera*), red maple (*Acer rubrum*), swamp tupelo (*Nyssa biflora*), Atlantic white cedar (*Chamaecyparis thyoides*), green titi (*Cyrilla racemiflora*), anise tree (*Illicium floridanum*), and giant gallberry (*Ilex coriacea*). Soils in these wetlands are generally sandy muck. Other wetlands occur in smaller drainageways that are characterized by similar plant species but also contain scattered exotic invasive species such as Chinese tallow tree (*Triadica sebifera*). Uplands are characterized by a canopy and shrub layer that contain water oak (*Quercus nigra*), live oak (*Quercus virginiana*), Darlington's oak (*Quercus hemisphaerica*), loblolly pine (*Pinus taeda*), green titi (*Cyrilla racemiflora*), and giant gallberry (*Ilex coriacea*). The exotic invasive Japanese climbing fern (*Lygodium japonica*) is present in some of the upland areas. Soils in the uplands consist mainly of sand and are well-drained. Exceptionally large yellow poplar (*Liriodendron tulipifera*) were observed near the upland/wetland margins, suggesting that much of these areas have not been logged for many years.

Vittor & Associates recorded 3 Gopher Tortoise (*Gopherus polyphemus*) burrows in the eastern uplands (locations are shown on **Figures 3 and 4**). This species is listed as Threatened by the U.S. Fish & Wildlife Service and is generally associated with well-drained sandy soils.

Please feel free to call if you have any questions or need any additional information.

Sincerely,

Barry A. Vittor, PhD
President

RESOLUTION

Sponsored by: Councilmember C. J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Rebecca Williams is appointed to the Mobile Library Board effective
immediately for a term ending December 10, 2028.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Climate Smart Communities Initiative grant assistance in the amount of \$150,000.00. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Climate Smart Communities Initiative. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the Mayor to apply, accept and receive from the U.S. Department of Transportation (DOT) an FY25 RAISE grant in the amount of \$25,000,000.00 in support of Phase 3 of the Broad Street Project. There is no local match requirement

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_FY25_RAISE_12-5-24

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Transportation an FY25 RAISE (Rebuilding American Infrastructure with Sustainability & Equity) grant in the amount of \$25,000,000 to complete Phase 3 of the Broad Street Project. Because the project area is in Historically Disadvantaged census tracts, no match is required for this grant.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by DOT. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive from the University of South Alabama, Gulf Coast Environmental Equity Center (GCEEC), grant in the amount \$150,000 (no local match)

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION_GCEEC grant

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the University of South Alabama, Gulf Coast Environmental Equity Center (GCEEC), grant assistance in the amount of \$150,000.00. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the University of Alabama, Gulf Coast Environmental Equity Center. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Carroll

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

Type of application: Lounge Retail Liquor Class I

Submitted by: FIREHOUSE BAR INCORPORATED

Location: FIREHOUSE WINE BAR
216 St. Francis Street
Mobile, AL 36602

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
11/19/2024	NEW APPLICATION	2024 - 5705	99387	2	December 10, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

FIREHOUSE BAR INCORPORATED

Trade Name (DBA)

FIREHOUSE WINE BAR

Location Address

216 SAINT FRANCIS STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
11/19/2024	NEW APPLICATION	2024 - 5705	99387	2	December 10, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

FIREHOUSE BAR INCORPORATED

Trade Name (DBA)

FIREHOUSE WINE BAR

Location Address

216 SAINT FRANCIS STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



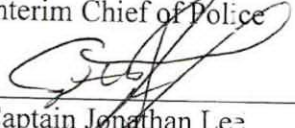
MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
CHIEF OF POLICE

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

To: William R. Jackson
Interim Chief of Police

From: 
Captain Jonathan Lee
Commander, Special Investigation Section

Date: November 21, 2024

Re: Alcoholic Beverage License Application No. 5705
FIREHOUSE BAR INC
D/B/A: Firehouse Wine Bar
216 Saint Francis Street
Mobile, AL 36602
Margo Alderton, member
Andre Lotz, member

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

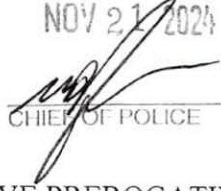
This is a new application for a business that will be named Firehouse Bar Inc. Firehouse Bar Inc will be conducting business at the Firehouse Wine Bar located on Saint Francis St. The City of Mobile Revenue Department has advised their business license is current, and all taxes have been reported and paid. 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

NOV 21 2024

CHIEF OF POLICE

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: November 22, 2024

Re: Application # 5705 / 216 Saint Francis St.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.2. This is to advise that a lounge with retail liquor sales and an occupancy load less than 100 persons is a permitted use by right in this zoning district.

The site located within the Downtown Development District, which exempts T-5.2 from parking requirements.

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

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5705 DATE 12/10/2024

APPLICANT FIREHOUSE BAR INCORPORATED

LOCATION 216 ST FRANCIST ST

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
11/19/2024	NEW APPLICATION	2024 - 5705	99387	2	December 10, 2024

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

FIREHOUSE BAR INCORPORATED

Trade Name (DBA)

FIREHOUSE WINE BAR

Location Address

216 SAINT FRANCIS STREET

City, State, Zip Code

MOBILE AL 36602

Contact Person Information				
Name	Title	POA	Phone	Email
MARGO G ALDERTON	MEMBER	NO		FIREHOUSEWINEBAR@YAHOO.COM

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

What is/was the start date of this business?

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

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 11/19/2024	Application Type NEW APPLICATION	Application Number 2024 - 5705	License Account # 99387	Council District 2	Council Agenda Date December 10, 2024
License Type Applied for with Alabama ABC Board 010 - LOUNGE RETAIL LIQUOR CLASS I			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name FIREHOUSE BAR INCORPORATED			Trade Name (DBA) FIREHOUSE WINE BAR		
Business Structure Type CORP - CORPORATION		Incorporation Date 07/03/2013	SOS Entity ID BK LR7046 PG 198	State AL	County MOBILE
Federal Tax ID (FEIN) 46-3362021	Alabama State Sales Tax ID R012250956	Business Phone Number (251) 888-2297			
Physical Address (Street Address, Suite #) 216 SAINT FRANCIS STREET		City MOBILE	State AL	Zip Code 36602	
Mailing Address (Street Address, Suite #, PO Box) 216 SAINT FRANCIS STREET		City MOBILE	State AL	Zip Code 36602	
Primary Business Activity at the Location Explain (other) LOUNGE/BAR		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name MARGO G ALDERTON	Title MEMBER	POA NO	Phone 	Email FIREHOUSEWINEBAR@YAHOO.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 ALMA ASSOCIATES LLC			Property Owner Phone Number	Property Owner Email IM	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 216 SAINT FRANCIS STREET STE 200			City MOBILE	State AL	Zip Code 36602
Bldg Square Footage 4,000	Bldg Seating Capacity 64	Restroom Facilities YES	Patio Area NO	Structure Type MULTI STORY	License Covers BOTTOM FLOOR
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials

MGA

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) ALDERTON, MARGO GLEN			Title MEMBER	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #) 216 SAINT FRANCIS STREET			City MOBILE	State AL	Zip Code 36602
Date of Birth	Place of Birth (City, State, Nation) ATHENS GREECE		Social Security Number		Mobile/Phone Number
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle) LOTZ, ANDRE PHILIPP			Title MEMBER	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #) 216 SAINT FRANCIS STREET			City MOBILE	State AL	Zip Code 36602
Date of Birth	Place of Birth (City, State, Nation) CAPE TOWN, SOUTH AFRICA		Social Security Number		Mobile/Phone Number
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
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

Margo

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.

Margo

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.

Margo

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.

Margo

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.

Margo

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.

Margo

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.

Margo

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

Owner/Applicant/POA Printed Name

Date of Application Signature

Margo Alderton
Owner/Applicant/POA Signature

11/19/2024
Title of Person Signing this Application

Margo Alderton

President

Sworn to and subscribed before me this **19th** day of **November** 20 **24**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025

Signature Page



Detailed Explanation of Business Activity

Firehouse Bar Inc. (DBA "Firehouse Wine Bar"), located at 216 Saint Francis Street, is the reopening of Firehouse Wine Bar, previously operated from this location for eight years (from 2014-2022) before closing due to personal commitments and staffing challenges from Covid.

The owners plan to reopen their business under the same name (having kept their Tax IDs and records up to date) and are in the process of reapplying for Board of Health, ABC, City and County licenses.

Firehouse Wine Bar will offer patrons (21 years and older) a variety of international drink and food options in an elegant setting. Offerings include wines by the glass, wine tastings, draft beers, cocktails and light snacks (cheese plates, tartines, salads).

Proposed hours of operation are evenings (4-11 pm Tues-Thurs, 4-midnight Fri and Sat, and potentially Sunday afternoons from 2-8 pm).

CITY OF MOBILE
REVENUE DEPARTMENT

November 19, 2024



FIREHOUSE WINE BAR

216 SAINT FRANCIS STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 99387 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1921706	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

11/19/2024 09:10AM SHAWN S.
043532-0003

BUSINESS LICENSE

FIREHOUSE BAR INC
99387

2024 Item: 1921706

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

CHECK \$50.00

Check Number 112

Change due \$0.00

Paid by: FIREHOUSE BAR INC



Comments: ABC APPLICATION FEE

FIREHOUSE BAR INC 216 SAINT FRANCIS ST MOBILE, AL 36602		112
Pay to the Order of <u>City of Mobile Revenue</u>		11/19/2024
<u>fifty dollars + 00/100</u>		\$ 50.00
REGIONS BANK		Date A P
For <u>City License App</u>		<u>Shawn S.</u>

Thank you for your payment

CUSTOMER COPY

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:

FIREHOUSE BAR INCORPORATED

dba

FIREHOUSE WINE BAR

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

010 - LOUNGE RETAIL LIQUOR CLASS I

for the premises located at

216 SAINT FRANCIS STREET

, Mobile, Alabama.

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

December 10, 2024 for application number **2024 - 5705**

- 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: 20241107091254627

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: \$300.00 County: \$300.00
Type License: State: County:
Trade Name: **FIREHOUSE WINE BAR** Filing Fee: \$50.00
Applicant: **FIREHOUSE WINE INCORPORATED** Transfer Fee:
Location Address: 216 SAINT FRANCIS ST MOBILE, AL 36602
Mailing Address: 216 SAINT FRANCIS ST MOBILE, AL 36602
County: MOBILE Tobacco sales: NO Tobacco Vending Machines:
Product Type: Type Ownership: CORPORATION
Book, Page, or Document info: BK: LR7046, PG: 198
Do you sell Draft Beer?:
Date Incorporated: 07/03/2013 State incorporated: AL County Incorporated: MOBILE
Date of Authority: 07/03/2013
Federal Tax ID: 46-3362021 Alabama State Sales Tax ID: R012250956

Name:	Title:	Date and Place of Birth:	Residence Address:
ANDRE PHILIPP LOTZ	VICE PRESIDENT	CAPE TOWN, SOUTH AFRICA	MOBILE, AL 36602
MARGO GLEN ALDERTON	PRESIDENT	ATHENS, GREECE	MOBILE, AL 36602

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: MARGO ALDERTON
Business Phone: 917-684-0330
Fax:

Home Phone:
Cell Phone:
E-mail: firehousewinebar@yahoo.com

PREVIOUS LICENSE INFORMATION:

Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241107091254627

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **ALMA ASSOCIATES LLC**
What is lessors primary business? **CORPORATE REAL ESTATE**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **4000** Display Square Footage:
Building seating capacity: **64** Does Licensed premises include a patio area? **NO**
License Structure: **MULTI STORY** License covers: **BOTTOM FLOOR**
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241107091254627

Initial each

Margo
Margo

Margo

☒

☒

☒

Margo

Margo

Margo

Signature page

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

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

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

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

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

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

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

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

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

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

Applicant Name (print):

Signature of Applicant:

Notary Name (print):

Notary Signature:

Margo Alderton

Margo Alderton

TYLER SMITH
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires Aug. 24, 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:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241107091254627

**Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY**

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

What is the applicant(s) primary source of funding?: Personal Savings

Is there any further interest in, or connection with, the licensee's business by the lessor?: Landlord and applicant are same person.

List of Current Members

The following individuals are the only members of: Firehouse Bar Inc.

NAME: Margo Alderton

TITLE: President

NAME: Andre Lotz

TITLE: Vice President

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

Margo Alderton
PRINTED NAME OF MEMBER

Margo Alderton
SIGNATURE OF MEMBER

11/5/2024
DATE



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-1115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

October 28th, 2024

Dear Ms. Alderton,

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 ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:8012406931

NAME:ALDERTON,MARGO GLEN

SOC:

ABI RESULT:IDENT

SID:

CERTIFIED COPY
OF ALEA DOCUMENT

10-28-2024 12:12

*ATN/TCN8012406931

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID ,

*-CIVIL APPLICANT RESPONSE-

REPORT DATE: 10-28-2024

*NAME

STATE ID NO. FBI ID NO.

*ALDERTON,MARGO GLEN

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*F W 508 125 HAZ BRO GC

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

* I

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

* *

*LAST PAGE ON SID ,

SEQ # 827 MRI #



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

October 28, 2024

Dear Mr. Lotz,

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 ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:8012406932

NAME:LOTZ,ANDRE PHILIPP

SOC:

ABI RESULT:IDENT

SID:

CERTIFIED COPY OF ALEA DOCUMENT

10-28-2024 12:14

*ATN/TCN8012406932

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 10-28-2024

*NAME STATE ID NO. FBI ID NO.

*LOTZ,ANDRE PHILLIP

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M W 7 604 220 HAZ BRO SF

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*

*ALIAS NAMES

* LOTZ,ANDRE PHILIPP

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*LAST PAGE ON SID

SEQ # 832 MRI #

STATE OF ALABAMA

**DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF FORMATION**

PURPOSE: In order to form a Business Corporation (formerly known as For-Profit Corporation) under Section 10A-1-3.05 and 10A-2-2.02 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the corporation's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the corporation's registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00 and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is issued. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your corporation will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the corporation (must contain the word "corporation" or "incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Title 10A-1-5.04):

Firehouse Bar Incorporated

2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached.

This form was prepared by: (type name and full address)

Edward Stahlin
Direct Incorporation
123 N Ashley St STE 123
Ann Arbor, MI 48104



2013039239 1/4
Bk: LR7046 Pg:198
Document Type: PINC

Mobile County, Alabama
I hereto certify this instrument
filed on : 07/03/2013 11:05:23 AM
Don Davis, Probate Judge

Dead Tax:	\$.00
Mortgage Tax:	\$.00
Mineral Tax:	\$.00
No Tax:	\$.00
Judge Fee:	\$ 2.00
S.R. Fee:	\$.00
Surcharge Fee:	\$ 51.00
Recording Fee:	\$ 53.00
TOTAL:	\$ 106.00

(For County Probate Office Use Only)

(For SOS Office Use Only)

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

3. Street **(No PO Boxes)** address of principal office of the corporation: 216 St. Francis Street, Mobile, AL 36602

Mailing address of principal office (if different from street address): _____

4. The name of the Registered Agent: Margo Alderton

Street **(No PO Boxes)** address of Registered Agent: _____

Mailing address of Registered Agent (if different from street address): _____

5. Purpose for which corporation is formed: to offer high-quality wines and foods to retail customers

_____ ; the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2 of the Code of Alabama.

6. Number of Shares the corporation is authorized to issue: 100 Par Value \$0.001
(Par value is optional information and does not have to be completed.)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): Edward Stablin

Street **(No PO Boxes)** address of Incorporator(s): _____

_____ Mailing address of Incorporator(s) – (if different from street address): _____
Attach a listing if more Incorporators need to be added.

9. Director's Name: Andre Lotz

Street **(No PO Boxes)** address of Director: _____

_____ Mailing address of Director(s) - (if different from street address): _____

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

Director's Name: Margo Alderton

Street (No PO Boxes) address of Director: _____

_____ Mailing address of Director(s) - (if different
from street address): _____

Director's Name: _____

Street (No PO Boxes) address of Director: _____

_____ Mailing address of Director(s) - (if different
from street address): _____

Attach listing if more Directors need to be added.

10. A director has no liability to the corporation or its shareholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the shareholders; (C) a violation of Section 10A-2-8.33; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its shareholders.

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

06 / 17 / 2013

Date (MM/DD/YYYY)



Signature as required by 10A-2-1.20

Edward Stahl

Typed Name of Above Signature

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
I, _____, Clerk

Signature: 
Joe McEachern, Jr., Clerk

Date: 7/3/13

Incorporator

Typed Title/Capacity to Sign under 10A-2-1.20

Beth Chapman
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Beth Chapman, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, *Code of Alabama
1975*, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Firehouse Bar Incorporated

This domestic business corporation is proposed to be formed in Alabama and is for
the exclusive use of Edward Stahlin, 123 N Ashley St STE 123, Ann Arbor, MI
48104 for a period of one hundred twenty days beginning June 25, 2013 and
expiring October 24, 2013.



630-197

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

June 25, 2013

Date

Beth Chapman

Beth Chapman

Secretary of State

Date of this notice: 08-07-2013

Employer Identification Number:
46-3362021

Form: SS-4

Number of this notice: CP 575 A

FIREHOUSE BAR INCORPORATED
FIREHOUSE WINE BAR & SHOP
216 SAINT FRANCIS ST
MOBILE, AL 36602

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-3362021. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

FIREHOUSE BAR INCORPORATED

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012250956	01/1/2025	12/31/2025

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: 722410

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

216 SAINT FRANCIS ST MOBILE AL 36602-2913



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

ALL THAT LOT OF LAND ON N/S ST FRANCIS ST BET JOACHIM & CONCEPTION ST BEG AT PT ON N/S ST FRANCIS ST 80 FT E OF NE COR ST FRANCIS & JOACHIM ST SD PT BEI THE WLY EDGE OF THE WLY WALL OF THE TWO STORY BRICK BUI NOW ON SD LOT TH RUN ELY ALG THE N/L OF ST FRANCIS ST 22 FT M/L TO THE ELY EDGE OF THE ELY WALL OF SD BUILDING & EXTENDING BACK NLY WITH EVEN WIDTH 104 FT M/L FOR THE DEPTH OF SD LOT #SEC 40 T4S R1W #MP29 06 40 0 002

Parcel: 2906400002167XXX

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by

Firehouse Bar Inc.

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

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

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

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

Notary Printed Name	Notary Signature	My (Notary) Commission Expires

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Margo Alderton for ALMA Associates LLC

Margo Alderton for Firehouse Bar Inc.

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

City, State, Zip

City, State, Zip

Mobile

AL

36602

Mobile

AL

36602

Date Agreement Signed

Date Agreement Signed

My Place

City of Mobile ...

GIS Data

Information for Address: 216 St Francis St

[Search for New Add...](#)

Parcel Owner / Mailing Address:

Alma Associates LLC
216 Saint Francis St
Mobile, AL 36602

Parcel Information:

Parcel: R022906400002167.000 / 735681

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

(Lower Dauphin Street)

PLS Section:

4S1W14

Census Tract:

000200

Zipcode:

36602

--- Public Services ---

Garbage Pickup:

(Commercial Mon, Thu, Sat Residential - Tue / Loop)

Trash Pickup:

(Monday North / 1-TD-10)

Fire District:

(Fire Central Station 3)

Police Precinct/Beat:

(Precinct 5 Beat 50)

--- Political ---

City Council District:

District: (2)

William Carroll - (251) 208-7441

County Commissioner District:

District: (1)

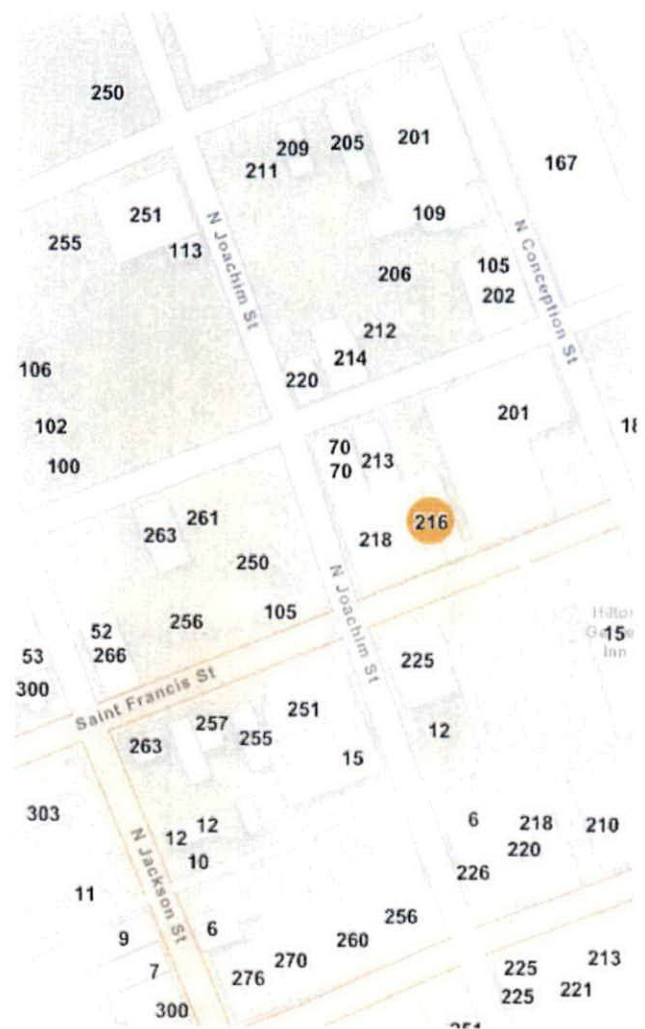
State House District:

District: (97)

State Senate District:

District: (33)

--- Additional Links ---



+

-


[Application Support](#)

Copyright: City of Mobile
2024

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

Mobile County Property Search

Key Number: 735681 For Year 2024

Property Details

Account

Key Number: 735681

Legal Description: ALL THAT LOT OF LAND ON N/S ST FRANCIS ST BET JOACHIM & CONCEPTION ST BEG AT PT ON N/S ST FRANCIS ST 80 FT E OF NE COR ST FRANCIS & JOACHIM ST SD PT BEI THE WLY EDGE OF THE WLY WALL OF THE TWO STORY BRICK BUI NOW ON SD LOT TH RUN ELY ALG THE N/L OF ST FRANCIS ST 22 FT M/L TO THE ELY EDGE OF THE ELY WALL OF SD BUILDING & EXTENDING BACK NLY WITH EVEN WIDTH 104 FT M/L FOR THE DEPTH OF SD LOT #SEC 40 T4S R1W #MP29 06 40 0 002

Parcel Number: 2906400002167XXX

Type: Real

Property Class: 2

Location

Address: 216 SAINT FRANCIS ST MOBILE, AL 36602-2913

Owner

Name: ALMA ASSOCIATES LLC

Mailing Address: 216 SAINT FRANCIS ST
MOBILE , AL 36602-2913

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

Property Values

Improvement Value: \$234,100

Land Value: \$28,600

Appraised Value: \$262,700

Taxable Value: \$262,700

Assessed Value: \$52,540

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)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

FIREHOUSE BAR INCORPORATED

Trade Name (DBA)

FIREHOUSE WINE BAR

Location Address

216 SAINT FRANCIS STREET

Zip Code

36602

Application Number

2024 - 5705

Notice Post Date @ Location

11/19/2024

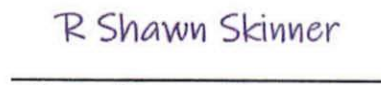
That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

December 10, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature


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.

ALABAMA COMMERCIAL LEASE

This Lease Agreement made the 1 day of September, 2024, by and between ALMA Associates, LLC [name of lessor], of 216 Saint Francis Street, Suite 200, Mobile, AL 36602 [street address], State of Alabama, hereinafter referred to as "Lessor", and Firehouse Bar Inc. [name of lessee], of 216 Saint Francis Street, First Floor, Mobile, AL 36602 [street address], State of Alabama, hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

I. **Description of Leased Premises:** The Lessor agrees to lease to the Lessee the following described 2000 square feet (SF) of restaurant/bar [type of space] located at 216 Saint Francis Street, First Floor, Mobile, AL 36602 [street address], State of Alabama.

Additional Description: _____

Hereinafter known as the "Premises".

II. **Use of Leased Premises:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose:

mgo Restaurant/Wine Bar

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.

III. **Term of Lease:** The term of this Lease shall be for a period of 3 year(s) 0 month(s) commencing on the 1 day of September, 2024 and expiring at Midnight on the 31 day of August, 2027. ("Initial Term")

IV. **Base Rent:** The net monthly payment shall be four thousand dollars (\$ 4,000), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the first day of each month. Said net monthly payment is-hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

V. **Expenses:** [Check and Initial whether this Lease is Gross, Modified Gross, or Triple Net (NNN)]

☐ - **Gross.** Tenant's Initials _____ Landlord's Initials _____

forms

any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

5. **Right of Entry:** It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

XIX. Estoppel Certificate: Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

XX. Holdover: Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXI. Waiver: Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

XXII. Governing Law: This Lease shall be governed by the laws of the State of Alabama.

XXIII. Notices: Payments and notices shall be addressed to the following:

Lessor

ALMA Associates

216 Saint Francis Street, Suite 200

Mobile, AL 36602

Lessee

Firehouse Wine Bar

216 Saint Francis Street, First Floor

Mobile, AL 36602

forms

XXIV. **Amendment:** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXV. **Binding Effect:** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 1 day of September, 2024.

Lessee's Signature

Margo Alclinton

Printed Name

Margo Alclinton

Date

9/1/24

Lessor's Signature

Margo Alclinton

Printed Name

Margo Alclinton

Date

9/1/24

\$ 200,000.00

2013015144 Book-7001 Page-592
Total Number of Pages: 2

SLT-511736

STATE OF ALABAMA

COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that BALDWIN MUTUAL INSURANCE CO., INC., a corporation, the Grantor, in consideration of the sum of TWO HUNDRED THOUSAND AND NO/100ths (\$200,000.00) DOLLARS hereby acknowledged to have been paid to it by ALMA ASSOCIATES, LLC, the Grantee, does hereby, subject to the exceptions hereinafter set forth, GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, all that real property situate in Mobile County, State of Alabama, more particularly described as follows:

All that lot of land on the North side of St. Francis between Joachim and Conception Streets, beginning at a point on the North side of St. Francis Street about 80 feet East of the Northeast corner of St. Francis and Joachim Streets, said point being the Western edge of the Western wall of the two story brick building now on said lot; thence running Eastwardly, along the North line of St. Francis Street, 22 feet, more or less, to the Eastern edge of the Eastern wall of said building and extending back Northwardly, with even width, 104 feet, more or less for the depth of said lot.

The property address is 216 St. Francis Street, Mobile, AL 36602.

This conveyance is subject to the following:

1. Any party walls, common foundations, overhangs, pilasters or other encroachments with the buildings adjoining the property herein described above.
2. Terms and conditions of the Articles of Incorporation of the Downtown Mobile District Management Corporation recorded in Real Property Book 6769, Page 459.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said Grantee in the manner and interests as set forth and stated hereinabove, and unto the successors and assigns of the said Grantee, forever.

AND, except as to taxes hereafter falling due, which are assumed by the Grantee, and except as to the above mentioned exceptions, the said Grantor, for itself, for its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is seized of an indefeasible estate in fee simple in said property, that said property is free from all encumbrances, and that it does

State of Alabama-Mobile County

I certify this instrument was filed on:
March 14, 2013 @ 2:22:25 PM

DEED TAX	\$200.00
S.R. FEE	\$2.00
SURCHARGE	\$10.00
RECORDING FEES	\$6.00
TOTAL AMOUNT	\$218.00

2013015144

Don Davis, Judge of Probate

hereby warrant and will forever defend the title to and the possession of said property unto the said Grantee, and its successors and assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 8th day of March, 2013.

BALDWIN MUTUAL INSURANCE CO., INC.

By: Arthur A. Holk
Its: President

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, do hereby certify that Arthur A. Holk whose name as President of BALDWIN MUTUAL INSURANCE CO., INC., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said BALDWIN MUTUAL INSURANCE CO., INC., a corporation on the day the same bears date.

GIVEN under my hand and official seal this 8 day of March, 2013.

Laura A. Gilbert
NOTARY PUBLIC

Grantor's Address:

P.O. Box 610
Foley, AL 36536

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: SEPTEMBER 9, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Grantee's Address:

86-15 88th Ave.
Woodhaven, NY 11421

Prepared by:
James D Brooks
Attorney at Law
P.O. Box 8158
Mobile, AL 36689



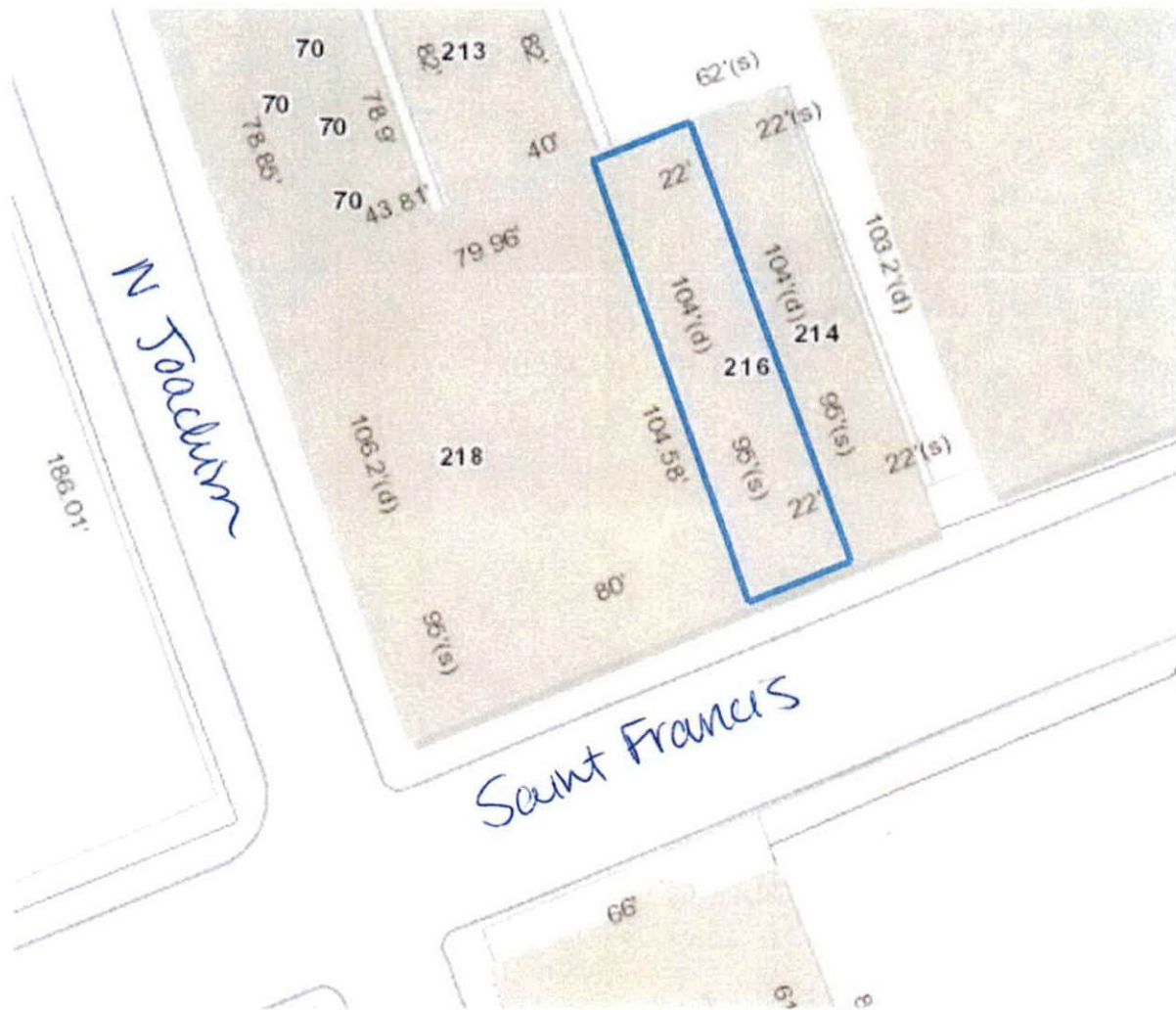
CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

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 Firehouse Bar Inc.				Trade Name (DBA) Firehouse Wine Bar			
Company Physical Address (Street Address, Suite #) 216 Saint Francis Street, Suite 100				City Mobile	State AL	Zip Code 36602	
Business Contact Person Information							
Name Margo Alderton		Title President		Phone		Email firehousewinebar@yahoo.com	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 2,100	Parking Provided N/A	Parking Required N/A	Compliance ✓	Zoning T5.2	Approved ✓		
Comments LIMITED TO MAXIMUM OF 99 OCCUPANTS							
Print Name CALDWELL C. WHISTLER		Signature 			Date 11-19-2024		

No designated parking; metered street parking only.





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-145121-2024

Issue Date: 11/19/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906400002167.	216 St Francis St	

Business Name	Issued To	Zoning Districts
FIREHOUSE WINE INCORPORATED dba FIREHOUSE WINE BAR	Name: MARGO G. ALDERTON Company: FIREHOUSE WINE INCORPORATED dba FIREHOUSE WINE BAR Address: 216 St Francis St MOBILE, AL 36602 Phone:	T-5.2

This Zoning Classification Allows the property to be used for:

RESTAURANT/LOUNGE

Conditions of Use

OCCUPANCY LOAD OF 99 PERSONS MAXIMUM

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **303 S DEARBORN 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, 5, 7, 8, 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 **303 S DEARBORN STREET** described as:

COMMENCING AT THE SOUTHEAST INTERSECTION OF PALMETTO STREET AND DEARBORN STREET THEN RUN SOUTHERLY ALONG THE EAST RIGHT OF WAY OF SAID DEARBORN STREET A DISTANCE OF 75 FT(S) TO THE POINT OF BEGINNING. RUN EASTERLY 88 FT THEN SOUTHERLY 56 FT(S) THEN WESTERLY 88 FT THEN NORTHERLY ALONG DEARBORN STREET 56 FT(S) TO THE POINT OF BEGINNING.

Parcel Number: 29 06 39 0 003 128

Last Assessed to: CASTRO VICTOR

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

December 2, 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, December 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **303 S DEARBORN STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **CASTRO VICTOR** 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 06 39 0 003 128

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

303 S. DEARBORN 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	Y
Survey Date	07/03/2024	Comments	

Property Score

Score	83	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

7-12-24

Noted 3 to 0 to Demolition, we vote to SECURE

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 10/16/2024

Property Address: 303 S. Dearborn Street **District No:** 2

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

































December 2, 2024

State of Alabama
County of Mobile

Subject Property – 303 South Dearborn 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.

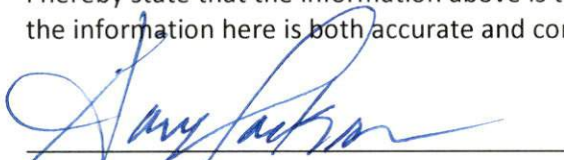
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **13** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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



Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Owners
303 S. Dearborn Street
Mobile, AL 36603-1809

October 22, 2024

RE: 303 S. Dearborn Street
Project Number: ME-068-24

Dear Owners:

On October 16, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 303 S. Dearborn Street.

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

COMMENCING AT THE SOUTHEAST INTERSECTION OF PALMETTO STREET AND DEARBORN STREET THEN RUN SOUTHERLY ALONG THE EAST RIGHT OF WAY OF SAID DEARBORN STREET A DISTANCE OF 75 FT(S) TO THE POINT OF BEGINNING. RUN EASTERLY 88 FT THEN SOUTHERLY 56 FT(S) THEN WESTERLY 88 FT THEN NORTHERLY ALONG DEARBORN STREET 56 FT(S) TO THE POINT OF BEGINNING.

Parcel Number: 29 06 39 0 003 128

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 **December 6, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **December 6, 2024**, provide the Code Official with a work plan to accomplish the repairs by **December 6, 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 **December 6, 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 **December 10, 2024, 2024 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- 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: 303 S Dearborn Street

Date: September 17, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 15, 2024

Per the Title Report, the owner is: Fee simple title is vested in Carolyn Morris. Tax Deed Interest in Victor Castro.

Notes: The taxes were sold to Jonathan Daniel Blakes at the 2015 tax sale at the Mobile County Revenue Commissioner's Office. The Mobile County Revenue Commission at that time were assessing the tax certificate holder and listing the name on record as fee simple owner. The following year Jonathan Daniel Blakes did not pay taxes, and the property sold again to the State of Alabama. He does not have fee simple ownership however he does have tax interest in the property for the 2015 tax year. In 2021, Victor Castro applied to the State of Alabama for a tax deed. Carolyn Morris died on 1/18/2010. No obituary available from the genealogy department per email. I checked the microfilm at the genealogy department and did not locate an obituary for Carolyn Morris. I relied on LexisNexis to create a family tree. I tried calling multiple phone numbers provided by LexisNexis but most were disconnected or wrong number.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Owners
303 S. Dearborn St
Mobile AL 36603-1809 | Subject/Location address |
| 2 | Samuel Lee Morris
Banebia Morris
224 N Wasson Ave
Mobile AL 36612-2021 | Heir – LexisNexis address good 5/2024 |
| 3 | Banebia Morris
Betty Morris
Roderick Morris
6232 Spanish Trail Dr Apt B125
Theodore AL 36582-8861 | Heir – LexisNexis address good 5/2024
Paid 2014 property tax. |
| 4 | Betty Morris
1901 Burnett St
Mobile AL 36610-2823 | Heir – LexisNexis address good 4/2024 |

- | | | |
|----|---|--|
| 5 | Joann Coleman
36 Allen Dr
Mobile AL 36608-3413 | Heir - LexisNexis address good 3/2024 |
| | | |
| 6 | Karman Morris
8130 Tanner Williams Rd Lot 20
Mobile AL 36608-8321 | Heir – LexisNexis address good 5/2024 |
| | | |
| 7 | Kristopher Morris
201 Spring Run Dr Apt 24
Fairhope AL 36532-3863 | Heir – LexisNexis address good 8/2024 |
| | | |
| 8 | Kerprenia Dailey
606 Wisconsin Ave
Mobile AL 36604-1828 | Heir – LexisNexis address good 8/2024 |
| | | |
| 9 | Victor Castro
3370 Bristlecone Dr
Mobile AL 36693-3554 | Tax Deed holder – LexisNexis address good 4/2024 – Phone numbers are 251-599-0438, 251-508-5310 good 2024 – Has paid taxes since 2018 through 2023. Address is also mobile County Revenue Commission website mailing address. |
| 10 | Jonathan Daniel Blakes
805 Parkwood Dr E
Mobile AL 36608-3596 | Tax Certificate holder for 2015 tax year – Per Revenue Commission the interest is still held by Jonathan Daniel Blakes. There is not a release of this lien. Phone numbers are 251-644-1491, 251-222-2324 and 334-505-5106 good 2024 Address good 8/2024 |

TAX STATUS: Tax deed # 6950 issued to Victor Castro for 2017 taxes – Instrument number 2021049325

Parties with recorded liens per Title Report:

- | | | |
|----|--|---|
| 11 | State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132 | State of Alabama vs Victor Castro filed 6/5/2024, recorded 6/21/2024, instrument number 2024039446. Account # IIT-R004582151
Lien # 838757888. |
| | | |
| 12 | State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132 | State of Alabama vs Samuel Morris
Account # IIT-R005637150
Lien # 1650072064
Lien # 1895179776
Lien # 1630624256
Lien # 654809600 |

13 Republic Finance LLC
1234 Hillcrest Rd Ste A
Mobile AL 36695

Republic Finance LLC vs Karman A Morris, filed
5/24/2022, recorded 9/6/2022, instrument number
2022058350

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Victor Castro, filed 7/19/2024, recorded 8/15/2024,
instrument number 2024051905.

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **805 DR THOMAS AVENUE SOUTH** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 7, 8, 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 **805 DR THOMAS AVENUE SOUTH** described as:

LOTS 57 & 58 BLK 1 HAPPY HILLS SUB MBK 4 P 431 #SEC 44 T4S
R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 023

Last Assessed to: TATE JOHNNIE L C/O TATE JOHNNIE L

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

December 2, 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, December 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **805 DR THOMAS AVENUE SOUTH**. OWNED BY OR MAY HAVE AN INTEREST: **TATE JOHNNIE L C/O TATE JOHNNIE L** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 017 023

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

805 DR THOMAS AVE S

Property Details

PARCEL KEYX	00682531	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRRROMISED	N
SURVEY DATE	2/6/2024	COMMENTS	

Property Score

SCORE 42 SCORE DISCRIPTION Review Committee Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-21-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 10/16/2024

Property Address: 805 Dr. Thomas Avenue South

District No: 2

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

























Affidavit of Mailed Notice



December 2, 2024

State of Alabama
County of Mobile

Subject Property – 805 Dr. Thomas Avenue South.

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.

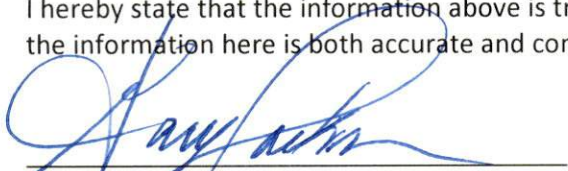
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 8 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet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

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

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

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

I hereby state that the information above is true, to the best of my knowledge. I also 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



Owners
805 S. Dr. Thomas Avenue
Mobile AL 36610-4119

October 22, 2024

RE: **805 Dr. Thomas Avenue South**
Project Number: ME-027-19

Dear Owners:

On October 16, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 805 Dr. Thomas Avenue South.

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

LOTS 57 & 58 BLK 1 HAPPY HILLS SUB MBK 4 P 431 #SEC 44 T4S
R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 023

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 **December 6, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **December 6, 2024**, provide the Code Official with a work plan to accomplish the repairs by **December 6, 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 **December 6, 2024**, which is 45 days from the date of this NOTICE.

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

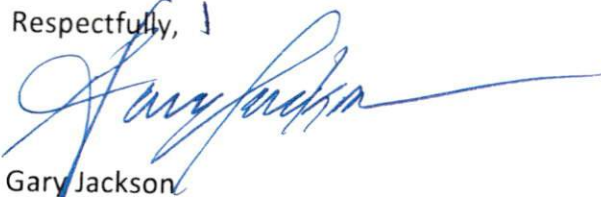
IV. **NOTICE** is hereby given that on **December 10, 2024, 2024 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property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

- ☒ Repaired; or,
- ☒ Demolished

- 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, J



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 805 S Dr Thomas Avenue

Date: September 16, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 13, 2024

Per the Title Report, the owner is: Fee simple is vested in Johnnie M. Jackson and Douglas Jackson, deceased, Fee Title and Johnnie L. Tate, Tax Title.

Notes: Johnnie M. Jackson (Mother) and Douglas Jackson (Son) owned the subject property jointly. Johnnie passed away and right of survivorship in deed made Douglas Jackson the owner. Douglas Jackson was unmarried and had no children. His siblings are listed as his heirs.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Owners
805 S Dr Thomas Ave
Mobile AL 36610-4119 | Subject/location address |
| 2 | Juanita Carter
2054 Steiner St
Mobile AL 36605-5123 | Heir – LexisNexis address good 5/2024 – Phone numbers are 251-623-8475 and 251-391-0812 good 2024 |
| 3 | Juanita Carter
Charlie Jackson
PO Box 10392
Mobile AL 36610-0392 | LexisNexis address good 4/2024 |
| 4 | Donell Jackson
135 Wood St
Mobile AL 36610-1724 | Heir – LexisNexis address good 5/2024 – Phone numbers are 251-455-4463, 251-452-9256 and 251-452-8057 good 2023 and 2024 |
| 5 | Charlie Jackson
418 Broadway Blvd
Mobile AL 36610-4067 | Heir – LexisNexis address good 5/2024 – Phone number is 251-355-8284 good 2024 |

6 Vernon Jackson
304 Bay Shore Ave Apt 210
Mobile AL 36607-2058

Heir – LexisNexis address good 5/2024 – Phone
number is 251-518-8455 good 2024

7 Johnnie L. Tate
7720 Thomas Rd Apt 303
Mobile AL 36695-5404

Heir – Tax Certificate holder from 2017 – Tax
Certificate number 2017-831. Revenue
Commission website mailing address from 2018
until 2025. Phone numbers are 251-767-2540 and
251-487-5549 good 2024

8 Jamar Tate
Miranda Cook
509 El Camino Dr
Mobile AL 36609-2003

Relatives of Johnnie Tate – Paid taxes 2021, 2022
and 2023. Phone numbers are 251-366-1543,
251-401-0153, and 251-591-0115

**TAX STATUS: 2023 TAXES PAID CURRENT – 2017 TAX
CERTIFICATE # 2017-831 ISSUED TO JOHNNIE L. TATE**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **966 KENTUCKY 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 **966 KENTUCKY STREET** described as:

**THAT CERTAIN LOT OF LAND BDED BY A LINE DESC AS FOLL COMG
AT PT ON S/S OF TENNESSEE ST 58 FT ELY OF SE COR OF
TENNESSEE ST & GAYLE ST AS NOW LOC RUN TH SLY 192 FT TH
RUN ELY 120 TH TH RUN SLY 50 FT TO PT TH RUN ELY 72 FT-S- TH
S 97 FT TO N R/W KENTUCKY ST TH E ALG N R/W 40 FT TH N 200
FT TH RUN W 22 FT TH RUN N 150 FT TO S R/W TENNESSEE ST TH
W ALG S R/W 218 FT -S- TO PT OF BEG #SEC 37 T4S R2W #MP29
10 37 0 007**

Parcel Number: 29 10 37 0 007 057

Last Assessed to: TAYLOR ALFREDA

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

December 2, 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, December 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **966 KENTUCKY STREET.** OWNED BY OR MAY HAVE AN INTEREST: **TAYLOR ALFREDA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 37 0 007 057

COUNCIL DISTRICT 3 – C. J. SMALL

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

966 KENTUCKY ST # A

Property Details

PARCEL KEY#	00940557	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Oakdale
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Multi-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	N
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y
SURVEY DATE	2/1/2024	COMMENTS	

Property Score

SCORE	77	SCORE DESCRIPTION	Demo
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Notes

IL

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7-22-24

Notes 4 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 10/16/2024

Property Address: 966 Kentucky Street

District No: 3

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





















DEC 02 2024







Affidavit of Mailed Notice



December 2, 2024

State of Alabama
County of Mobile

Subject Property – 966 Kentucky 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.

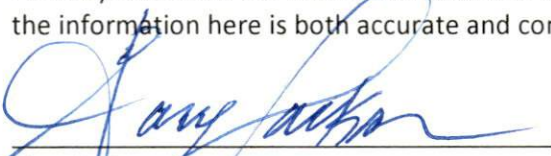
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 7 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

I hereby state that the information above is true, to the best of my knowledge. I also 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**



Katherine Lynette Taylor, Geoffrey Livingston Taylor, and Barry Sebastian Taylor
966 Kentucky Street
Mobile, AL 36605-4619

October 22, 2024

RE: **966 Kentucky Street**
Project Number: ME-067-24

Dear Katherine Lynette Taylor, Geoffrey Livingston Taylor, and Barry Sebastian Taylor:

On October 16, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 966 Kentucky Street.

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

**THAT CERTAIN LOT OF LAND BDED BY A LINE DESC AS FOLL COMG
AT PT ON S/S OF TENNESSEE ST 58 FT ELY OF SE COR OF
TENNESSEE ST & GAYLE ST AS NOW LOC RUN TH SLY 192 FT TH
RUN ELY 120 TH TH RUN SLY 50 FT TO PT TH RUN ELY 72 FT-S- TH
S 97 FT TO N R/W KENTUCKY ST TH E ALG N R/W 40 FT TH N 200
FT TH RUN W 22 FT TH RUN N 150 FT TO S R/W TENNESSEE ST TH
W ALG S R/W 218 FT -S- TO PT OF BEG #SEC 37 T4S R2W #MP29
10 37 0 007**

Parcel Number: 29 10 37 0 007 057

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 **December 6, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **December 6, 2024**, provide the Code Official with a work plan to accomplish the repairs by **December 6, 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 **December 6, 2024**, which is 45 days from the date of this NOTICE.

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

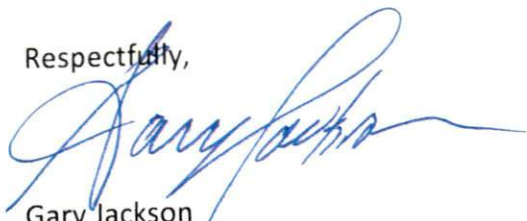
- IV. **NOTICE** is hereby given that on December 10, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property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

- ☒ Repaired; or,
☒ Demolished

- 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: 966 Kentucky Street

Date: September 17, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 15, 2024

Per the Title Report, the owner is: Fee simple title is vested in Katherine Lynette Taylor, Geoffrey Livingston Taylor, and Barry Sebastian Taylor, being the Devisees under the Last Will and Testament of Alfreda Taylor, Mobile County, Alabama Probate Case File Number 2021-1064.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Katherine Lynette Taylor,
Geoffrey Livingston Taylor, and
Barry Sebastian Taylor
966 Kentucky St
Mobile AL 36605-4619 | Owners/heirs – Mobile County Revenue
Commission location/subject address |
| 2 | Katherine Lynette Taylor
Barry Sebastian Taylor
1357 Greenwood Ave
Mobile AL 36605-2214 | LexisNexis address good 2024 – Phone numbers
are 251-518-7065, 251-232-6919 and 251-442-
6454 good 2024 |
| 3 | Katherine Lynette Taylor
300 Forest Center Dr Apt 2110
Kingwood TX 77339-5247 | LexisNexis address good 2/2024 |
| 5 | Geoffrey Livingston Taylor
1026 Hearthstone Ct
Mobile AL 36608-4312 | LexisNexis address good 5/2024 – Phone numbers
251-447-1283, 251-447-3330, and 251-367-3716
good 2024 |
| 6 | Geoffrey Livingston Taylor
1729 Rustic Wood Ct Unit 4
Mobile AL 36609-2513 | LexisNexis address good 5/2021 |

TAX STATUS: 2023 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report:

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

State of Alabama vs Barry Taylor filed 4/30/2024,
recorded 5/14/2024, instrument number
2024029464. Account # IIT-R001865382
Lien # 1021767168.

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Alfreda Taylor, filed 7/19/2024, recorded 8/15/2024,
instrument number 2024051904.

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 **1250 O'Donnell 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 **1250 O'Donnell Street** described as:

LOT 1 BLOCK E OAK HILL SUBDIVISION DBK 85 PG 380

Parcel Number: 29 10 27 4 000 102

Last Assessed to: ADAMS ADRAIN

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

December 10, 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, December 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1250 O'DONNELL STREET**, OWNED BY OR MAY HAVE AN INTEREST: **ADAMS ADRAIN**, IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 27 4 000 102

COUNCIL DISTRICT 3 – C J SMALL

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

GJ/DLW



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1250 O'DONNELL ST

Property Details

PARCEL KEY	00917690	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Oakdale
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC WAY	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
RESIDUAL DEFLECTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
WHOLE	Y	FIRE DAMAGE	N
OPEN SOIL DISPERMITS	N	ROOF DAMAGE	Y
IS HINDERING THE PUBLIC	Y	WALL COMPROMISED	Y
AND HINDER TO BUILD	Y	FOUNDATION COMPROMISED	N
UP & DATE	2/8/2024	COMMENTS	

Property Score

SCORE	63	SCORE DESCRIPTION	Demo
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Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

7-22-24
Noted 4 to 2 for Demolition
G

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 10/22/2024

Property Address: 1250 O'Donnell Street

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



Adrain Adams
6786 Brandemere Road N
Jacksonville, Florida 32211-4876

October 22, 2024

RE: **1250 O'Donnell Street**
Project Number: ME-070-24

Dear Adrain Adams:

On October 15, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1250 O'Donnell Street.

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

LOT 1 BLOCK E OAK HILL SUBDIVISION DBK 85 PG 380

Parcel Number: 29 10 27 4 000 102

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 **December 6, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **December 6, 2024**, provide the Code Official with a work plan to accomplish the repairs by **December 6, 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 **December 6, 2024**, which is 45 days from the date of this NOTICE.

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

☒ Repaired; or,

☒ Demolished

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

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

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

Respectfully,


Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

1250 O'DONNELL STREET

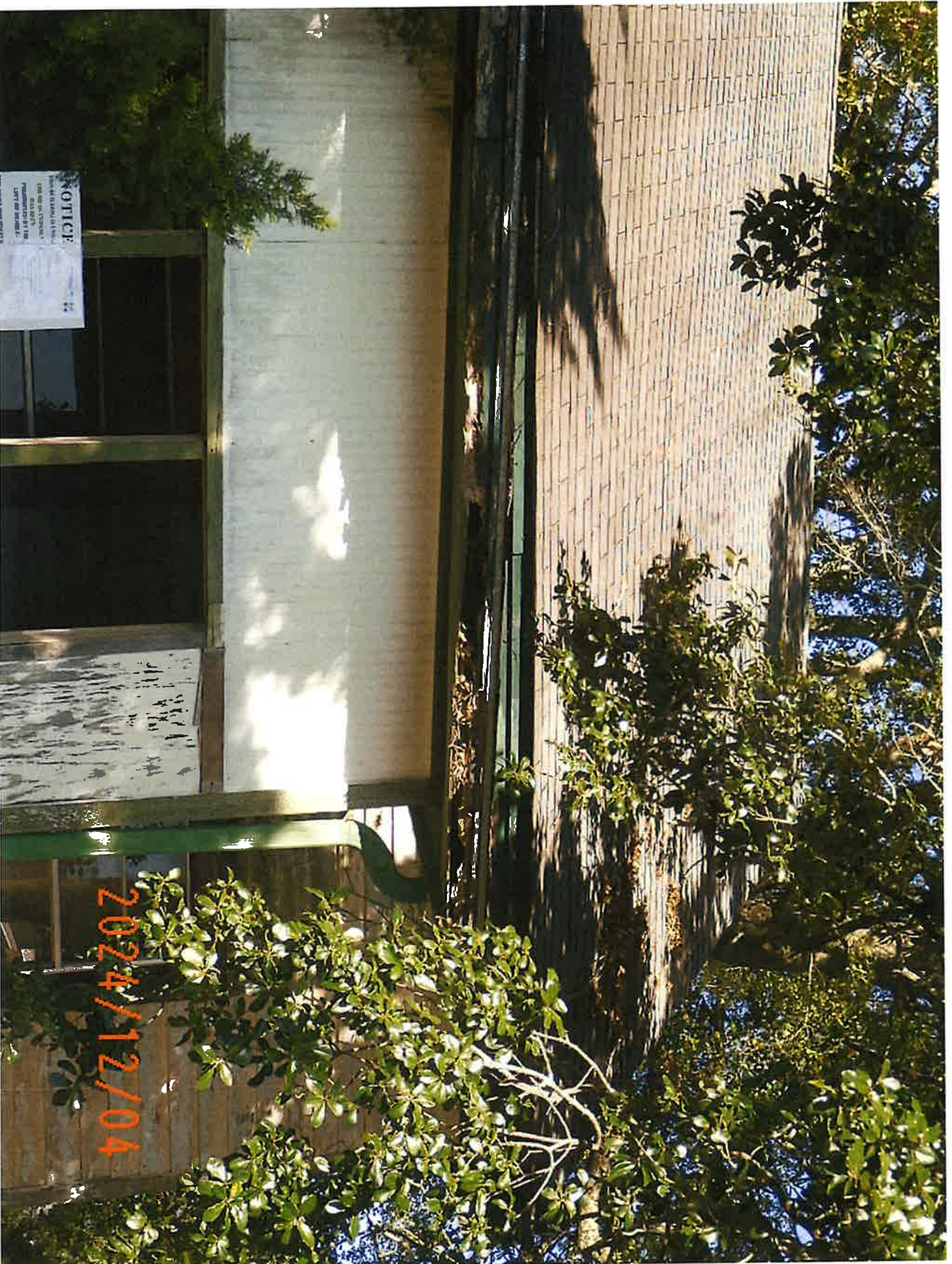
PHOTO AGENDA / DW



NUISANCE ABATEMENT

1250 O'DONNELL STREET

PHOTO AGENDA / DW



NUISANCE ABATEMENT

1250 O'DONNELL STREET

PHOTO AGENDA / DW



NUISANCE ABATEMENT

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PHOTO AGENDA / DW



NUISANCE ABATEMENT

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PHOTO AGENDA / DW





NUISANCE ABATEMENT

1250 O'DONNELL STREET

PHOTO AGENDA / DW



NUISANCE ABATEMENT

1250 O'DONNELL STREET

PHOTO AGENDA / DW



2024/12/04

NUISANCE ABATEMENT

1250 O'DONNELL STREET

PHOTO AGENDA / DW



NUISANCE ABATEMENT

1250 O'DONNELL STREET

PHOTO AGENDA / DW



NUISANCE ABATEMENT

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PHOTO AGENDA / DW



NUISANCE ABATEMENT

1250 O'DONNELL STREET

PHOTO AGENDA / DW

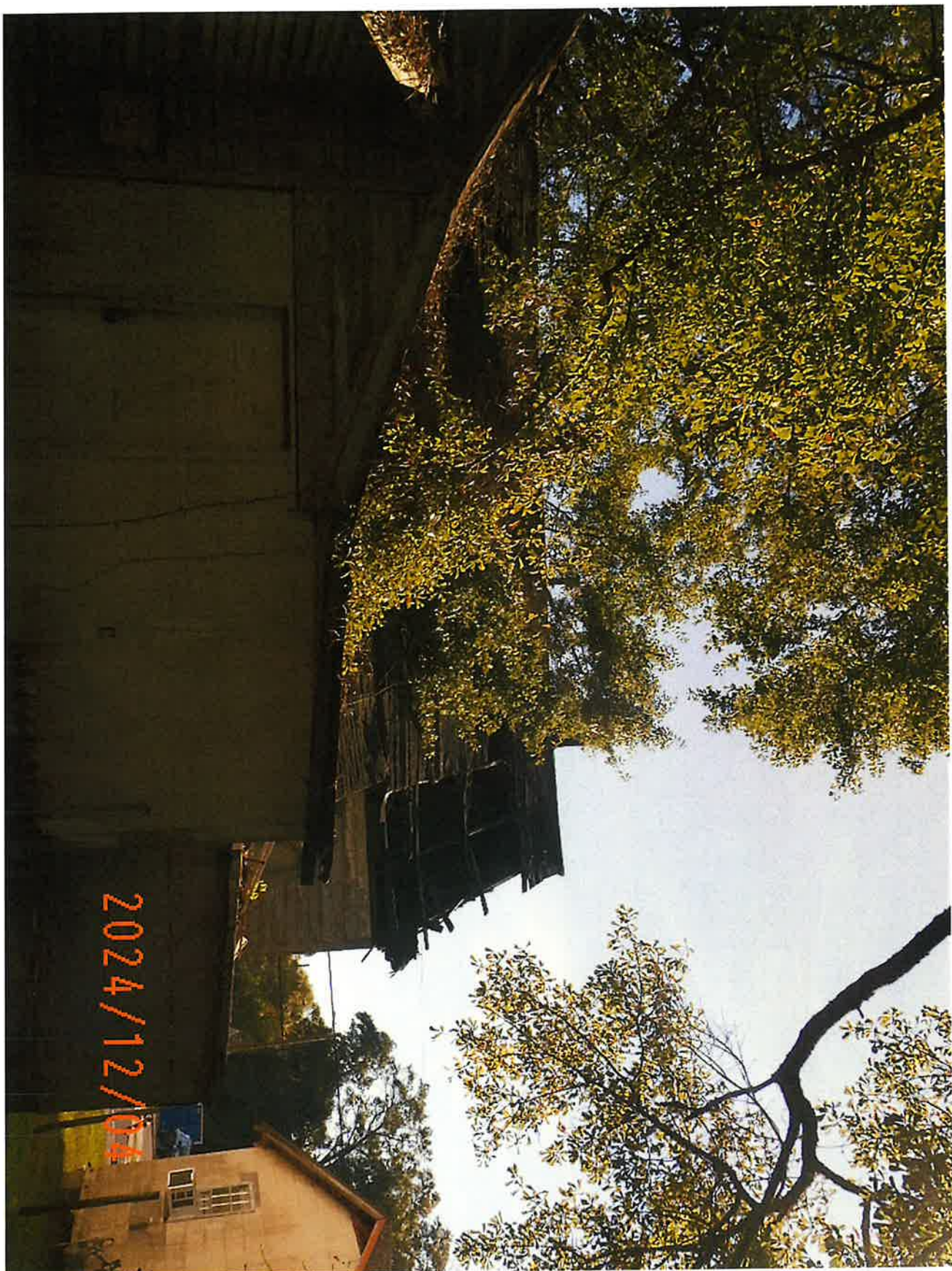


2024/12/04

NUISANCE ABATEMENT

1250 O'DONNELL STREET

PHOTO AGENDA / DW



NUISANCE ABATEMENT

1250 O'DONNELL STREET

PHOTO AGENDA / DW



NUISANCE ABATEMENT

1250 O'DONNELL STREET

PHOTO AGENDA / DW



NUISANCE ABATEMENT

1250 O'DONNELL STREET

PHOTO AGENDA / DW



Affidavit of Mailed Notice



Date: December 10, 2024

State of Alabama
County of Mobile

Subject Property – 1250 O'Donnell Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **7 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1250 O'Donnell Street

Date: October 1, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 24, 2024

Per the Title Report, the owner is: Adrain Adams

Notes: Adrain Adams name is spelled Adrain Adams on the deed and Adrian on multiple other documents.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- 1 Adrain Adams
1250 O'Donnell St
Mobile AL 36605-1576
- 2 Adrain Adams
6786 Brandemere Rd N
Jacksonville FL 32211-4876
- 3 Adrain Adams
3661 Airport Blvd Apt 324
Mobile AL 36608-1659

Owner – Subject/location address – LexisNexis address good 5/2023 and also mailing address on the Revenue Commission website –Phone number 904-578-4351, 251-404-9704, 251-533-5627 good 2022 and 2024

LexisNexis address good 5/2024

LexisNexis address good 7/2021

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report:

- 4 CheckCare Systems
c/o Richard Cary Dean, Jr
PO Box 1028
Montgomery AL 36101

CheckCare Systems vs Adrian Adams, filed 6/12/2003, recorded 11/20/2019, instrument number 201067884.

- 5 Bay Shore Finance, Inc
1678 W I-65 Service Rd S
Mobile AL 36693

Bay Shore Finance, Inc vs Adrian Adams, filed 1/21/2015, recorded 3/5/2015, BK 7237 Pg 1915

- | | | |
|---|--|--|
| 6 | Alabama Telco Credit Union
c/o James Ross Markham, Sr.
PO Box 360345
Birmingham AL 35236 | Alabama Telco Credit Union vs Adrian D. Adams,
filed 8/3/2009, recorded 6/28/2023, instrument
number 2023038545 |
| 7 | State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132 | State of Alabama vs Adrian D. Adams
Account number IIT-R003645971
Lien number – 1303227904
Lien number - 1004842496 |

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 **855 S Washington Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 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 **855 S Washington Avenue** described as:

LOT 3 SQ 8 SIMS 2ND ADD DBK 127 P 387 #SEC 37 T4S R1W #MP29 10 37 0 003

Parcel Number: 29 10 37 0 003 099

Last Assessed to: MOFFATT ANTONIO D

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

December 10, 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, December 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **855 S WASHINGTON AVENUE**, OWNED BY OR MAY HAVE AN INTEREST: **MOFFATT ANTONIO D**, IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 37 0 003 099

COUNCIL DISTRICT 3 – C J SMALL

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

GJ/DLW



City of Mobile Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

855 S WASHINGTON AVE # B

Property Details

PARCEL KEY#	01679099	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Oakdale
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Multi-Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROAD	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
POCA II	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
ADDITIONAL DATE	2/1/2024	COMMENTS	

Property Score

SCORE	57	SCORE DESCRIPTION	Demo
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Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3-5-24

Noted to be Open Demolition
[Signature]

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 10/22/2024

Property Address: 855 S Washington Avenue

District No: 3

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



Antonio D Moffatt
1829 Pallister Place W
Mobile, Alabama 36618-2221

October 22, 2024

RE: **855 S Washington Avenue**
Project Number: ME-089-24

Dear Antonio D Moffatt:

On October 16, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 855 S Washington Avenue.

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

LOT 3 SQ 8 SIMS 2ND ADD DBK 127 P 387 #SEC 37 T4S R1W #MP29 10 37 0 003

Parcel Number: 29 10 37 0 003 099

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 **December 6, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **December 6, 2024**, provide the Code Official with a work plan to accomplish the repairs by **December 6, 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 **December 6, 2024**, which is 45 days from the date of this NOTICE.

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

☒ Repaired; or,

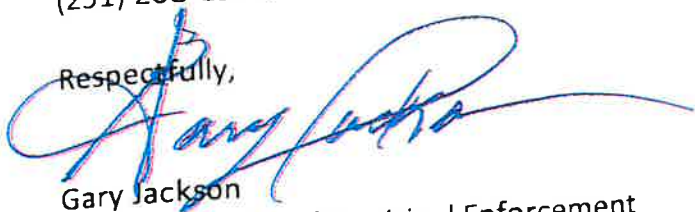
☒ Demolished

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

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

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

Respectfully,


Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

855 S WASHINGTON AVENUE

PHOTO AGENDA / DW



NUISANCE ABATEMENT

855 S WASHINGTON AVENUE

PHOTO AGENDA / DW



NUISANCE ABATEMENT

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855 S WASHINGTON AVENUE

PHOTO AGENDA / DW



NUISANCE ABATEMENT

855 S WASHINGTON AVENUE

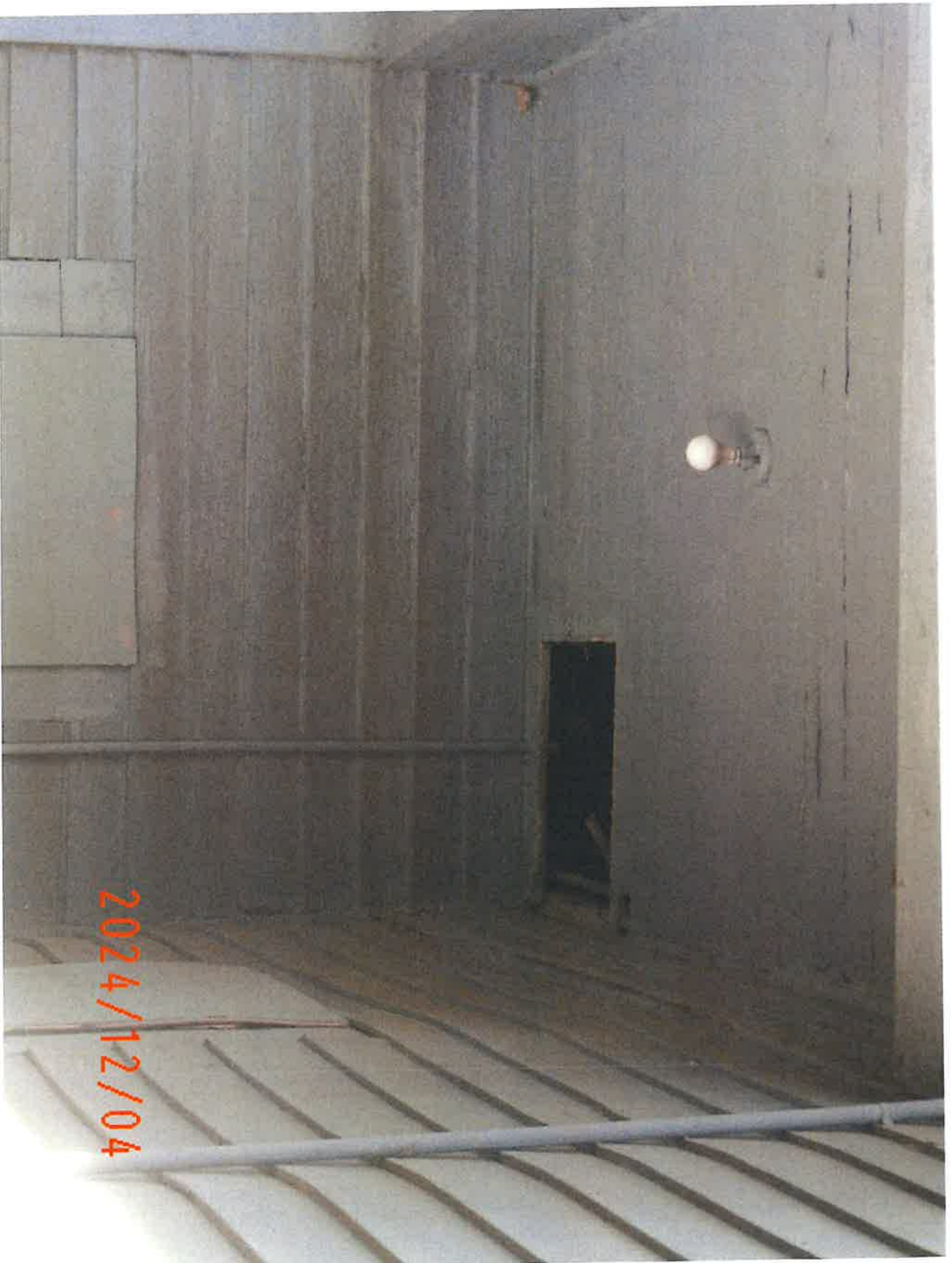
PHOTO AGENDA / DW



NUISANCE ABATEMENT

855 S WASHINGTON AVENUE

PHOTO AGENDA / DW



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PHOTO AGENDA / DW



NUISANCE ABATEMENT

855 S WASHINGTON AVENUE

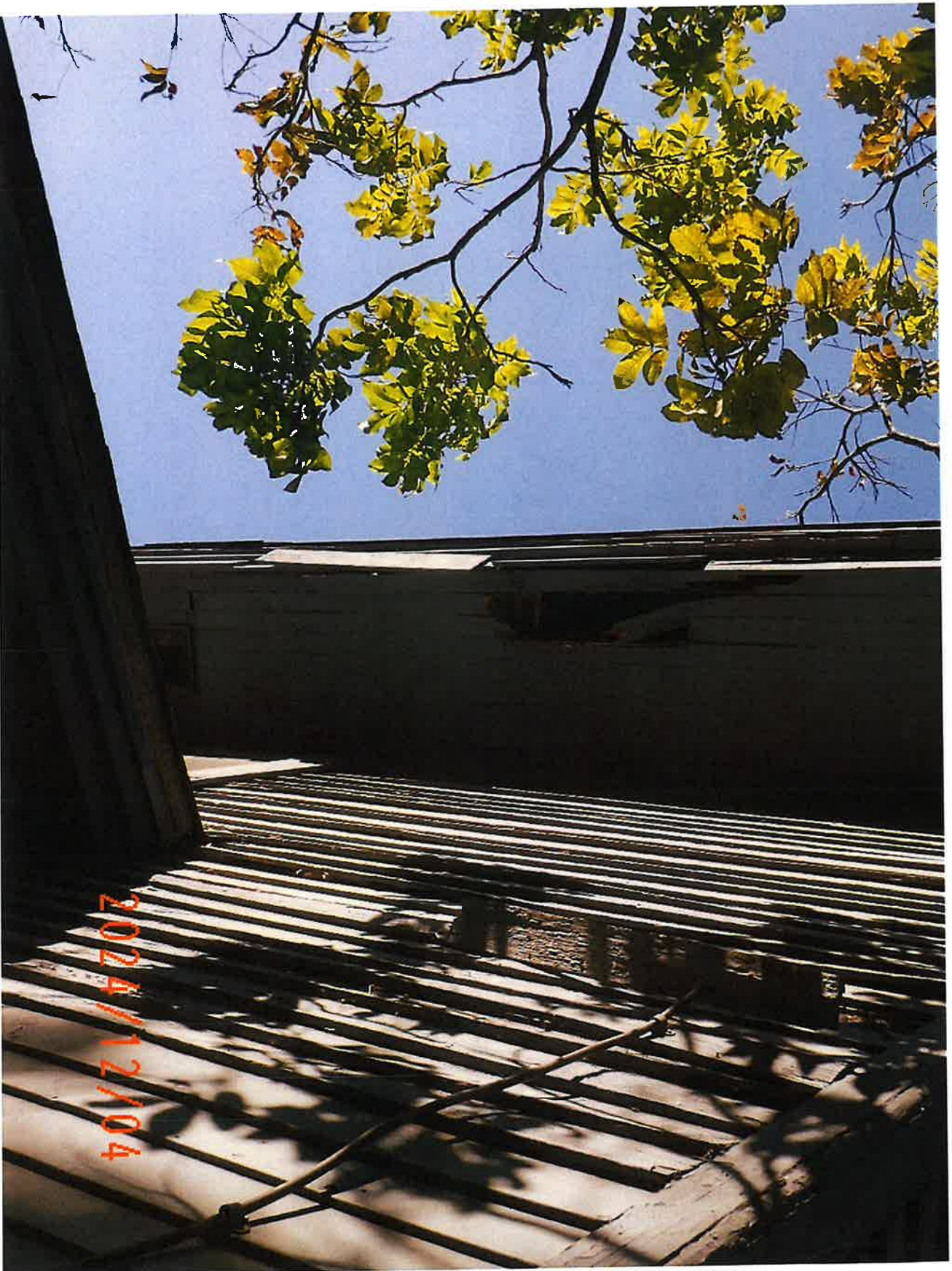
PHOTO AGENDA / DW



NUISANCE ABATEMENT

855 S WASHINGTON AVENUE

PHOTO AGENDA / DW



NUISANCE ABATEMENT

855 S WASHINGTON AVENUE

PHOTO AGENDA / DW



NUISANCE ABATEMENT

855 S WASHINGTON AVENUE

PHOTO AGENDA / DW



Affidavit of Mailed Notice



Date: December 10, 2024

State of Alabama
County of Mobile

Subject Property – 855 S Washington Avenue

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

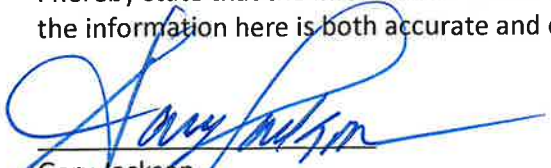
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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: 855 S Washington Avenue

Date: October 10, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 9, 2024

Per the Title Report, the owner is: Fee simple is vested in Antonio D. Moffatt

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Antonio D. Moffatt
855 S Washington Ave
Mobile AL 36603-1219 | Owner - Subject/location address – LexisNexis
address good 2023 – Phone numbers are 251-609-
2834, 646-922-2500, 251-456-0184, 334-452-0653
good 2024 |
| 2 | Antonio D. Moffatt
1829 Pallister PL W
Mobile AL 36618-2221 | LexisNexis address good 7/2024 – Also Revenue
Commission mailing address 2021-2024 |
| 3 | Antonio D. Moffatt
308 E Pearl St Apt 1008
Jackson MS 39201-3423 | LexisNexis address good 5/2024 |
| 4 | Antonio D. Moffatt
1857 Luckie Ave
Mobile AL 36617-2941 | LexisNexis address good 10/2024 |

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

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Antonio D. Moffatt, filed 8/6/2024, recorded 8/15/2024,
instrument number 2024051896.

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 **2514 GREENLAWN DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 7, 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 **2514 GREENLAWN DRIVE** described as:

LOT 103 1ST UNIT MORNINGSIDE MANOR MBK 6 PGS 431-32 #SEC
06 T5S R1W #MP32 02 06 0 001

Parcel Number: 32 02 06 0 001 187

Last Assessed to: MEGGS YVONNE

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

December 2, 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, December 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2514 GREENLAWN DRIVE.**
OWNED BY OR MAY HAVE AN INTEREST: **MEGGS YVONNE** 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: 32 02 06 0 001 187

COUNCIL DISTRICT 4 – BEN REYNOLDS

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

2514 GREENLAWN DR

Property Details

PARCEL KEY	00980273	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	4
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	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/19/2024	COMMENTS	

Property Score

SCORE	48 63	SCORE DESCRIPTION	Review Committee
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Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

7-22-24

Noted H to O for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 10/16/2024

Property Address: 2514 Greenlawn Drive **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



December 2, 2024

State of Alabama
County of Mobile

Subject Property – 2514 Greenlwan Drive.

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.

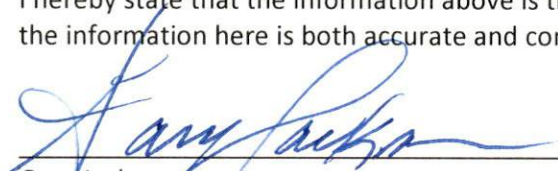
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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



Yvonne Megs
2514 Greenlawn Drive
Mobile, AL 36605-5215

October 22, 2024

RE: **2514 Greenlawn Drive**
Project Number: ME-063-24

Dear Yvonne Megs:

On October 16, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2514 Greenlawn Drive.

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

LOT 103 1ST UNIT MORNINGSIDE MANOR MBK 6 PGS 431-32 #SEC
06 T5S R1W #MP32 02 06 0 001

Parcel Number: 32 02 06 0 001 187

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 **December 6, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **December 6, 2024**, provide the Code Official with a work plan to accomplish the repairs by **December 6, 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 **December 6, 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 **December 10, 2024, 2024 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- 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: 2514 Greenlawn Drive

Date: September 17, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 16, 2024

Per the Title Report, the owner is: Fee simple is vested in Yvonne Meggs

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Yvonne Megs
2514 Greenlawn Dr
Mobile AL 36605-5215 | Owner – Subject/location address – phone
numbers are 251-604-5789 and 251-409-8749 |
| 2 | Yvonne Megs
235 Miller St
Jackson AL 36545-3355 | LexisNexis address good 9/2024 |
| 3 | Yvonne Megs
250 Miller St
Jackson AL 36545-3300 | LexisNexis address good 11/2022 |

TAX STATUS: 2023 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Yvonne Meggs, filed 7/8/2024, recorded on 8/15/2024, instrument number 2024051906.

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 **916 SHADY BROOK DRIVE** 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, and 8; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **916 SHADY BROOK DRIVE** described as:

LOT 5 YOST PLACE MKB 5 P 687 #SEC 51 T4S R1W #MP29 09 51 0 005

Parcel Number: 29 09 51 0 005 104

Last Assessed to: PACKER WEDER

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

December 2, 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, December 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **916 SHADY BROOK DRIVE.**
OWNED BY OR MAY HAVE AN INTEREST: **PACKER WEDERIS** A PUBLIC NUISANCE AS SET FORTH
BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 51 0 005 104

COUNCIL DISTRICT 4 – BEN REYNOLDS

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

916 SHADY BROOK DR

Property Details

PARCEL KEY#	00890209	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	4
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	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/16/2024	COMMENTS	

Property Score

SCORE	70	SCORE DESCRIPTION	Demo
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Notes

NO IL BERN

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7-22-24

Vote 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 10/16/2024

Property Address: 916 Shady Brook Drive **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



December 2, 2024

State of Alabama
County of Mobile

Subject Property – 916 Shady Brook Drive.

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.

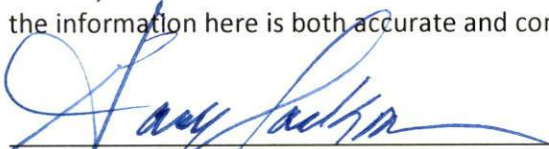
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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



Weder Packer
916 Shady Brook Drive
Mobile, AL 36606-2729

October 22, 2024

RE: **916 Shady Brook Drive**
Project Number: ME-073-24

Dear Weder Packer:

On October 16, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 916 Shady Brook Drive.

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

LOT 5 YOST PLACE MKB 5 P 687 #SEC 51 T4S R1W #MP29 09 51 0
005

Parcel Number: 29 09 51 0 005 104

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 **December 6, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **December 6, 2024**, provide the Code Official with a work plan to accomplish the repairs by **December 6, 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 **December 6, 2024**, which is 45 days from the date of this NOTICE.

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

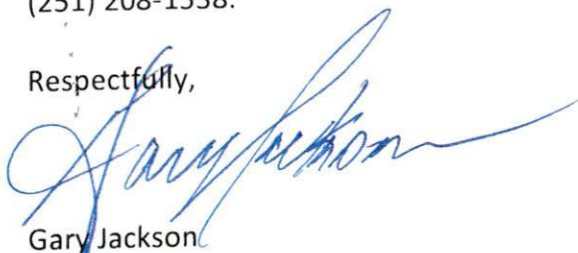
- IV. **NOTICE** is hereby given that on **December 10, 2024, 2024 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property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

- ☒ Repaired; or,
☒ Demolished

- 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: 916 Shady Brook Drive

Date: September 19, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 18, 2024

Per the Title Report, the owner is: Fee simple title is vested in Weder Packer

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Weder Packer
916 Shady Brook Dr
Mobile AL 36606-2729 | Owner – Subject/location address – LexisNexis
address good 4/2024 – Phone numbers are 251-
442-4909, 251-716-3157 both good numbers as of
5/1/2024 and 7/2023. |
| 2 | Weder Packer
923 Whistler St
Mobile AL 36610-2251 | LexisNexis address good 4/2024 |
| 3 | Weder Packer
712 Meaher Ave Apt 1857
Mobile AL 36610-3247 | LexisNexis address good 8/2024 |

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

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Weder Packer, filed 7/23/2024, recorded 8/15/2024,
instrument number 2024051890.

RESOLUTION

Sponsored by: Councilmember Scott Jones – District 6

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 **6517 Creekwood 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 **6517 Creekwood Court** described as:

LOT 96 CARRIAGE HILLS UNIT 8 MBK 27 P 81 #SEC 8 T5S R2W #MP33 03 08 1 003

Parcel Number: 33 03 08 1 003 051

Last Assessed to: DOMINGUEZ EDGAR & JENNY L HEWES C/O YOUSEF AHMAD

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

December 10, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

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

Please place the following notice on the City Council agenda for **Tuesday, December 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **6517 CREEKWOOD COURT**, OWNED BY OR MAY HAVE AN INTEREST: **DOMINGUEZ EDGAR & JENNY L HEWES C/O YOUSEF AHMAD**, IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 33 03 08 1 003 051

COUNCIL DISTRICT 6 – SCOTT JONES

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

GJ/DLW



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

6517 CREEKWOOD CT

Property Details

PARCEL KEYX	01109473	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	6
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	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRRROMISED	N
SURVEY DATE	3/12/2024	COMMENTS	

Property Score

SCORE	70	SCORE DISCRIPTION	Demo
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Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7-29-24

Noted 560 For Demolition
G

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 10/22/2024

Property Address: 6517 Creekwood Court

District No: 6

- ☒ 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



Ahmed Yousef
6524 Creekwood Court
Mobile, Alabama 36695-3101

October 22, 2024

RE: **6517 Creekwood Court**
Project Number: ME-081-24

Dear Ahmad Yousef:

On October 15, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 6517 Creekwood Court.

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

LOT 96 CARRIAGE HILLS UNIT 8 MBK 27 P 81 #SEC 8 T5S R2W #MP33 03 08 1 003

Parcel Number: 33 03 08 1 003 051

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 **December 6, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **December 6, 2024**, provide the Code Official with a work plan to accomplish the repairs by **December 6, 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 **December 6, 2024**, which is 45 days from the date of this NOTICE.

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

☒ Repaired; or,

☒ Demolished

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

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

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

Respectfully,


Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

6517 CREEKWOOD COURT

PHOTO AGENDA / DW



NUISANCE ABATEMENT

6517 CREEKWOOD COURT

PHOTO AGENDA / DW



NUISANCE ABATEMENT

6517 CREEKWOOD COURT

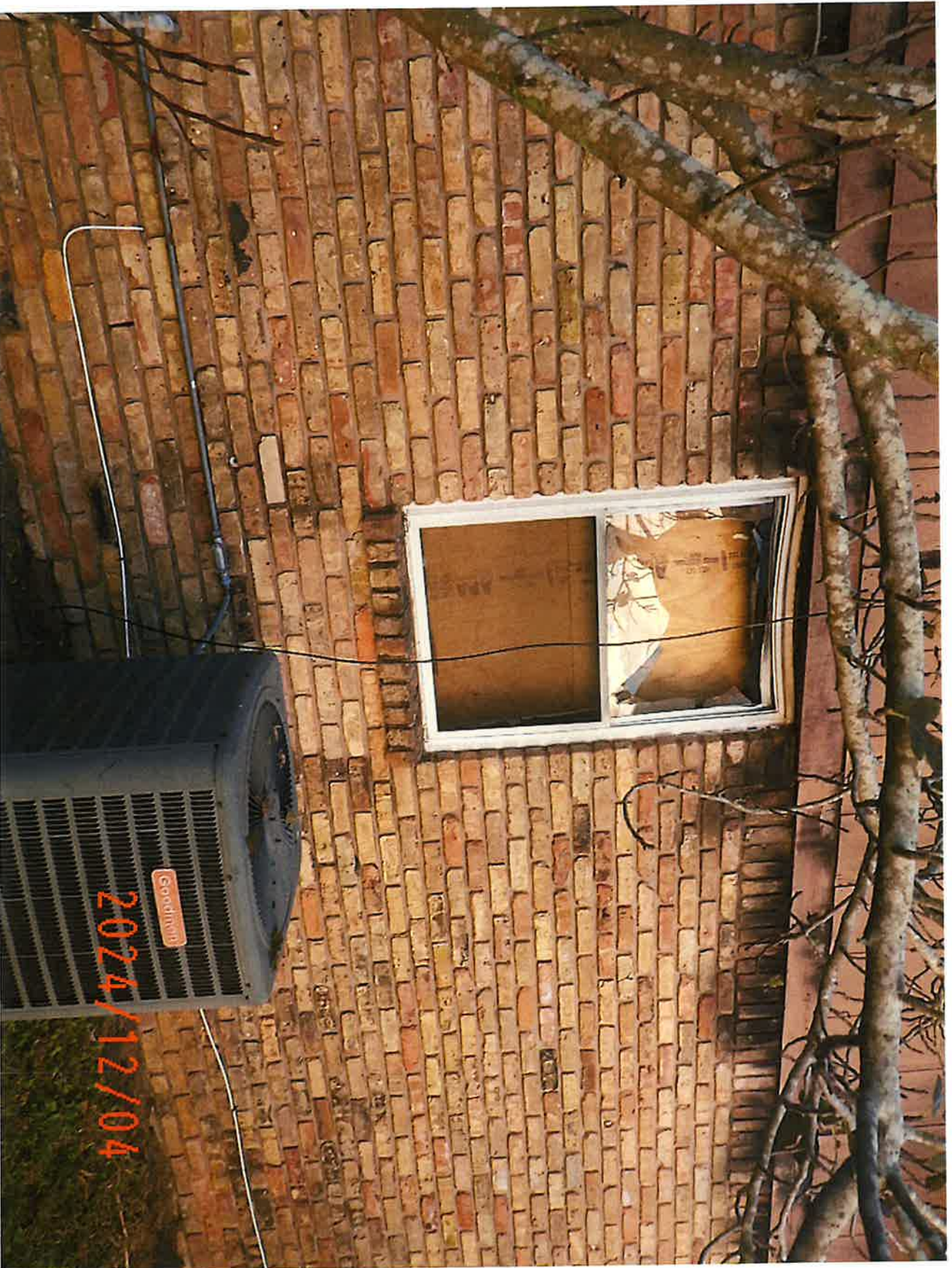
PHOTO AGENDA / DW



NUISANCE ABATEMENT

6517 CREEKWOOD COURT

PHOTO AGENDA / DW



NUISANCE ABATEMENT

6517 CREEKWOOD COURT

PHOTO AGENDA / DW



NUISANCE ABATEMENT

6517 CREEKWOOD COURT

PHOTO AGENDA / DW



NUISANCE ABATEMENT

6517 CREEKWOOD COURT

PHOTO AGENDA / DW



NUISANCE ABATEMENT

6517 CREEKWOOD COURT

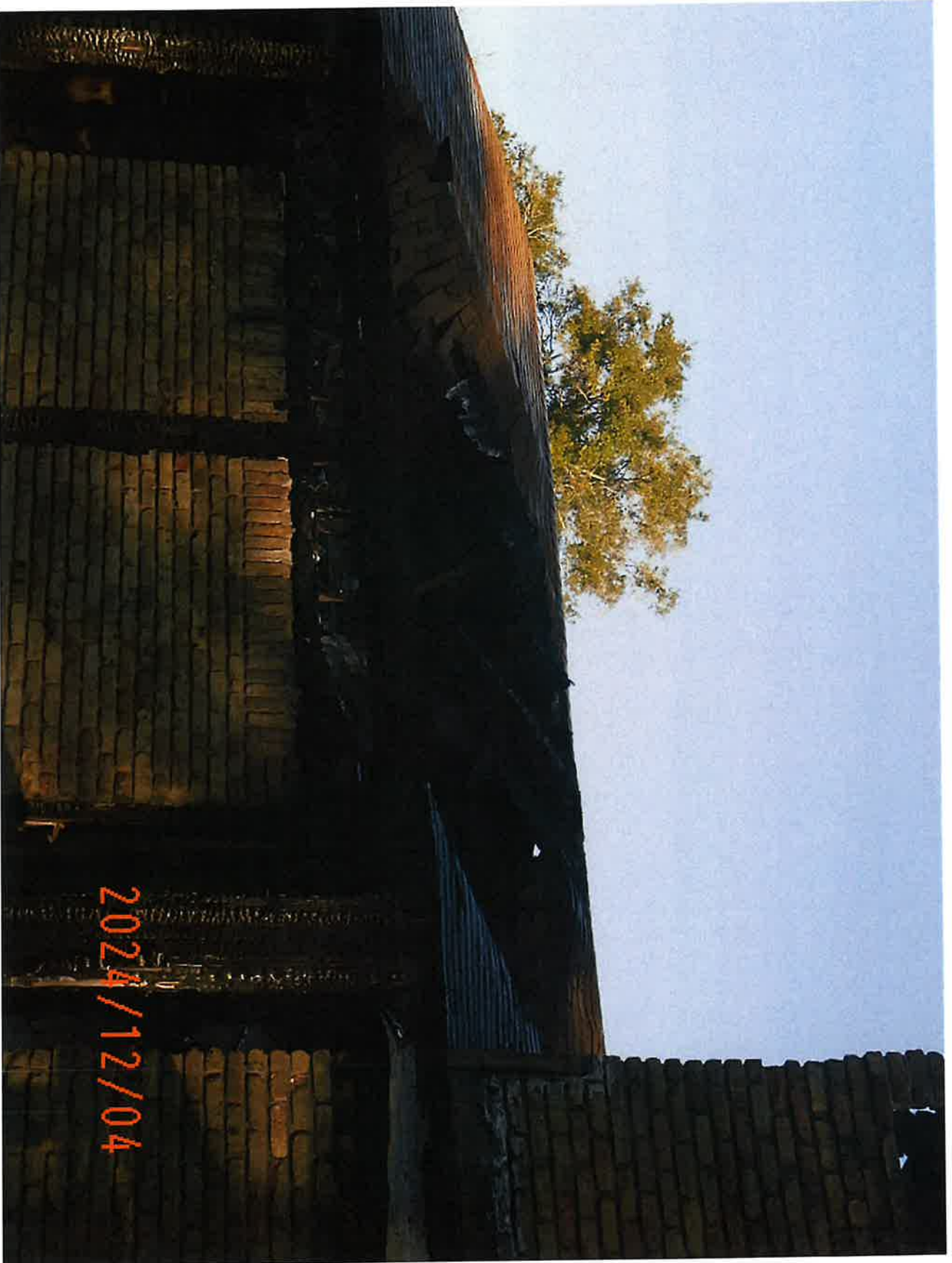
PHOTO AGENDA / DW



NUISANCE ABATEMENT

6517 CREEKWOOD COURT

PHOTO AGENDA / DW



NUISANCE ABATEMENT

6517 CREEKWOOD COURT

PHOTO AGENDA / DW



NUISANCE ABATEMENT

6517 CREEKWOOD COURT

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NUISANCE ABATEMENT

6517 CREEKWOOD COURT

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NUISANCE ABATEMENT

6517 CREEKWOOD COURT

PHOTO AGENDA / DW



NUISANCE ABATEMENT

6517 CREEKWOOD COURT

PHOTO AGENDA / DW



NUISANCE ABATEMENT

6517 CREEKWOOD COURT

PHOTO AGENDA / DW



Affidavit of Mailed Notice



Date: December 10, 2024

State of Alabama
County of Mobile

Subject Property – 6517 Creekwood 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 **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 6517 Creekwood Court

Date: October 4, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 4, 2024

Per the Title Report, the owner is: Ahmad Yousef

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Ahmad Yousef
6517 Creekwood Ct
Mobile AL 36695-3101 | Owner – Subject/location address – Phone numbers are 251-458-6660, 251-508-3661, and 251-458-4073 good 2024 |
| 2 | Ahmad Yousef
6524 Creekwood Ct
Mobile AL 36695-3101 | LexisNexis address good 2024 and Revenue Commission mailing address good 2024 – 2025. New owner for 2025 tax year per assessment. |
| 3 | Ahmad Yousef
143 Yester Oaks Dr E Apt 36A
Mobile AL 36608-1187 | LexisNexis address good 8/2024 |

TAX STATUS: 2023 TAXES PAID CURRENT
Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Dominguez Edgar & Jenny L Hewes c/o Ahmad Yousef, filed 7/31/2024, recorded 8/15/2024, instrument number 2024051893. Lis Pendens was recorded after the new owner purchased the property on 6/12/2024 instrument number 2024037519 recorded 6/14/2024.

RESOLUTION

Sponsored by: Councilmember Scott Jones – District 6

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 **2758 Knollwood Drive** 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 **2758 Knollwood Drive** described as:

LOT 3 GRANADA PLACE MBK 16 P 117 #SEC 04 T5S R2W #MP33 02 04 4 002

Parcel Number: 33 02 04 4 002 073

Last Assessed to: EVERETT PHILLIP W

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

December 10, 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, December 10, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2758 KNOLLWOOD DRIVE**, OWNED BY OR MAY HAVE AN INTEREST: **EVERETT PHILLIP W**, IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 33 02 04 4 002 073

COUNCIL DISTRICT 6 – SCOTT JONES

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

GJ/DLW



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2758 KNOLLWOOD DR

Property Details

PARCEL KEYX	01088940	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	6
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	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRRROMISED	N
SURVEY DATE	2/23/2024	COMMENTS	

Property Score

SCORE	50 70 g	SCORE DISCRIPTION	Demo
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Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7-29-24

Noted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 10/22/2024

Property Address: 2758 Knollwood Drive

District No: 6

- ☒ 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**



Phillip W Everett
10680 Georgetown Hills Court
Chunchula, Alabama 36521-6318

October 22, 2024

**RE: 2758 Knollwood Drive
Project Number: ME-078-24**

Dear Phillip W Everett:

On October 15, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2758 Knollwood Drive.

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

LOT 3 GRANADA PLACE MBK 16 P 117 #SEC 04 T5S R2W #MP33 02 04 4 002

Parcel Number: 33 02 04 4 002 073

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 **December 6, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **December 6, 2024**, provide the Code Official with a work plan to accomplish the repairs by **December 6, 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 **December 6, 2024**, which is 45 days from the date of this NOTICE.

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

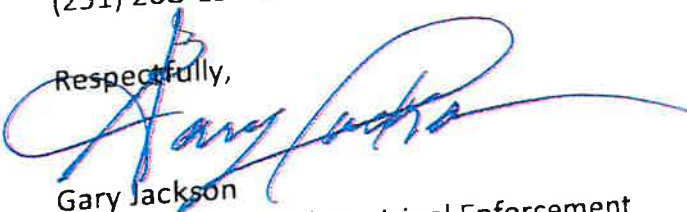
- ☒ Repaired; or,
☒ Demolished

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

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

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

Respectfully,


Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

2758 KNOLLWOOD DRIVE

PHOTO AGENDA / DW



NUISANCE ABATEMENT

2758 KNOLLWOOD DRIVE

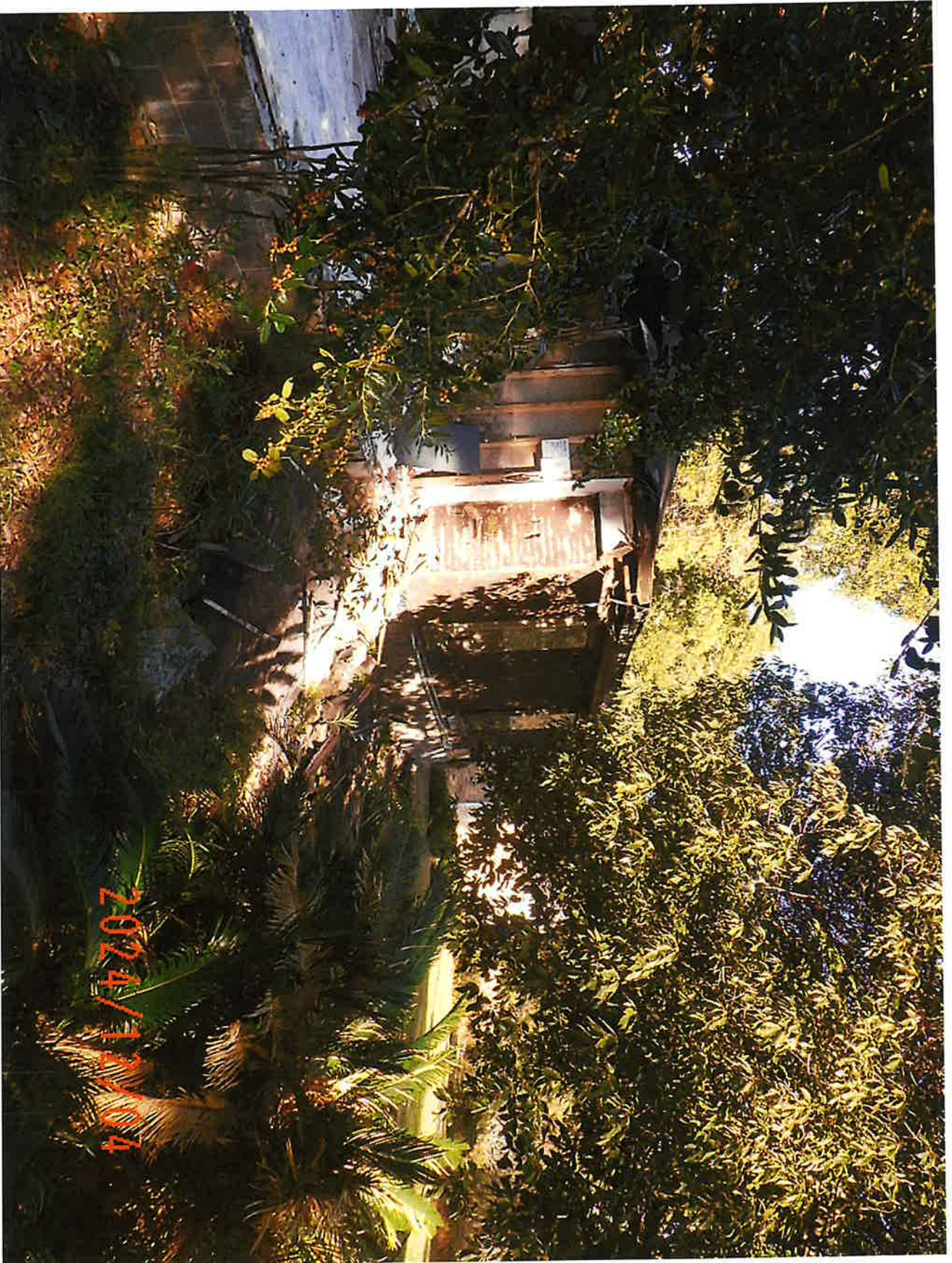
PHOTO AGENDA / DW



NUISANCE ABATEMENT

2758 KNOLLWOOD DRIVE

PHOTO AGENDA / DW



2024/12/04

NUISANCE ABATEMENT

2758 KNOLLWOOD DRIVE

PHOTO AGENDA / DW



NUISANCE ABATEMENT

2758 KNOLLWOOD DRIVE

PHOTO AGENDA / DW



NUISANCE ABATEMENT

2758 KNOLLWOOD DRIVE

PHOTO AGENDA / DW



NUISANCE ABATEMENT

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PHOTO AGENDA / DW



NUISANCE ABATEMENT

2758 KNOLLWOOD DRIVE

PHOTO AGENDA / DW



NUISANCE ABATEMENT

2758 KNOLLWOOD DRIVE

PHOTO AGENDA / DW



Affidavit of Mailed Notice



Date: December 10, 2024

State of Alabama
County of Mobile

Subject Property – 2758 Knollwood Drive

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 **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 2758 Knollwood Dr

Date: October 3, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 2, 2024

Per the Title Report, the owner is: Phillip W. Everett

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1 Phillip W. Everett
2758 Knollwood Dr
Mobile AL 36693-2740

Owner – Subject/location address – LexisNexis
address good 8/2024 – Phone number is 251-321-
2440 good 5/2024

2 Phillip W. Everett
10680 Georgetown Hills Ct
Chunchula AL 36521-6318

Revenue Commission website mailing address
good 2023 - 2025

TAX STATUS: 2023 PROPERTY TAXES WERE EXEMPT

Parties with recorded liens per Title Report:

3 Capital One Bank (USA), N.A.
c/o Janet Lea Wilkes
1416 County Road 446
Marbury AL 36051

Capital One Bank (USA), N.A. vs Phillip W. Everett,
filed 1/18/2022, recorded 8/15/2024, instrument
number 2023045573.

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Phillip W. Everett, filed 7/31/2024, recorded 8/15/2024,
instrument number 2024051901.

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:

- **December 2024 – Michael Geisenheimer (Employee #13606)**
Public Works (Traffic Engineering – Electrician)

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

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor William S. Stimpson*

WHEREAS, *Mayor Stimpson wishes to appropriate \$2000.00 to Africatown Community Development Corporation, from District 8 Discretionary Fund (DSC 08 10040560-42080); and*

WHEREAS, *Africatown Community Development Corporation*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Africatown Community Development Corporation, *will be used to assist with serving underserved families during the Christmas Holidays wihth the Africatown and Camp Ground communities..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2000.00 to Africatown Community Development Corporation, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Benjamin Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate \$1500.00 to Alabama Pecan Festival Inc, from District 4 Discretionary Fund (DSC 04 10041020-42080); and*

WHEREAS, *Alabama Pecan Festival Inc*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Alabama Pecan Festival Inc, *will be used to assist with the 2024 Alabama Pecan Festival..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1500.00 to Alabama Pecan Festival Inc, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **\$725.00** to Brothers Working Together dba The Port City Classic, from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *Brothers Working Together dba The Port City Classic, is an Alabama Domestic Series Limited Liability Company; and*

WHEREAS, the money being appropriated will be used for a public purpose more fully set out below; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Brothers Working Together dba The Port City Classic, *will be used to assist with the HBCU weekly events and activities.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$725.00** to Brothers Working Together dba The Port City Classic, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$725.00 to Brothers Working Together dba The Port City Classic, from District 2 Discretionary Fund (DSC 02 10041020-42080); and*

WHEREAS, *Brothers Working Together dba The Port City Classic, is an Alabama Domestic Series Limited Liability Company; and*

WHEREAS, the money being appropriated will be used for a public purpose more fully set out below; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Brothers Working Together dba The Port City Classic, *will be used to assist with the HBCU weekly events and activities.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$725.00 to Brothers Working Together dba The Port City Classic, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate \$725.00 to Brothers Working Together dba The Port City Classic, from District 3 Discretionary Fund (DSC 03 10041020-42080); and*

WHEREAS, *Brothers Working Together dba The Port City Classic, is an Alabama Domestic Series Limited Liability Company; and*

WHEREAS, the money being appropriated will be used for a public purpose more fully set out below; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Brothers Working Together dba The Port City Classic, *will be used to assist with the HBCU weekly events and activities.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$725.00 to Brothers Working Together dba The Port City Classic, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate \$355.00 to Green Coat Boyz Entertainment LLC dba The Gulf Coast Challenge, from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *Green Coat Boyz Entertainment LLC dba The Gulf Coast Challenge*, is an Alabama Domestic Series Limited Liability Company; and

WHEREAS, the money being appropriated will be used for a public purpose more fully set out below; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Green Coat Boyz Entertainment LLC dba The Gulf Coast Challenge), *will be used to assist with the HBCU weekly events and activities.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$355.00 to Green Coat Boyz Entertainment LLC dba The Gulf Coast Challenge*), *for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$355.00 to Brothers Working Together (GCB Entertainment dba The Gulf Coast Challenge), from District 2 Discretionary Fund (10041020-42080); and*

WHEREAS, *Brothers Working Together (GCB Entertainment dba The Gulf Coast Challenge), is an Alabama Domestic Series Limited Liability Company; and*

WHEREAS, the money being appropriated will be used for a public purpose more fully set out below; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Brothers Working Together (GCB Entertainment dba The Gulf Coast Challenge), *will be used to assist with the HBCU weekly events and activities.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$355.00 to Brothers Working Together (GCB Entertainment dba The Gulf Coast Challenge), for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate **\$355.00** to Green Coat Boyz Entertainment LLC dba The Gulf Coast Challenge, from District 3 Discretionary Fund (DSC 03 10041020-42080); and*

WHEREAS, *Green Coat Boyz Entertainment LLC dba The Gulf Coast Challenge*, is an Alabama Domestic Series Limited Liability Company; and

WHEREAS, the money being appropriated will be used for a public purpose more fully set out below; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Green Coat Boyz Entertainment LLC dba The Gulf Coast Challenge), *will be used to assist with the HBCU weekly events and activities.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$355.00** to Green Coat Boyz Entertainment LLC dba The Gulf Coast Challenge), for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **\$355.00** to Green Coat Boyz Entertainment, LLC, d/b/a The Gulf Coast Challenge, from District 7 Discretionary Fund (10041020-42080); and*

WHEREAS, *Green Coat Boyz Entertainment, LLC, d/b/a The Gulf Coast Challenge, is an Alabama Domestic Series Limited Liability Company; and*

WHEREAS, the money being appropriated will be used for a public purpose more fully set out below; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Green Coat Boyz Entertainment, LLC, d/b/a The Gulf Coast Challenge, will be used to assist with the HBCU weekly events and activities.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$355.00** to Green Coat Boyz Entertainment, LLC, d/b/a The Gulf Coast Challenge, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **\$1000.00** to Marching Cougars Band Booster Club, from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *Marching Cougars Band Booster Club*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Marching Cougars Band Booster Club, *will be used to assist with operational expenses and fuel for the band season.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1000.00** to Marching Cougars Band Booster Club, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$1000.00** to Marching Cougars Band Booster Club, from District 2 Discretionary Fund (DSC 02 10041020-42080); and*

WHEREAS, *Marching Cougars Band Booster Club*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Marching Cougars Band Booster Club, *will be used to assist with the purchase of chairs and bus routes for the band season.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1000.00** to Marching Cougars Band Booster Club, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate **\$8000.00** to Marching Cougars Band Booster Club, from District 3 Discretionary Fund (DSC 03 10041020-42080); and*

WHEREAS, *Marching Cougars Band Booster Club, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Marching Cougars Band Booster Club, *will be used to assist with the purchase of drumline equipment and operational expenses.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$8000.00** to Marching Cougars Band Booster Club, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Benjamin Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate **\$1000.00** to Marching Cougars Band Booster Club, from District 4 Discretionary Fund (DSC 04 10041020-42080); and*

WHEREAS, *Marching Cougars Band Booster Club*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Marching Cougars Band Booster Club, *will be used to assist with operational expenses.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1000.00** to Marching Cougars Band Booster Club, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Josh Woods*

WHEREAS, *Councilmember Woods wishes to appropriate **\$1000.00** to Marching Cougars Band Booster Club, from District 6 Discretionary Fund (DSC 06 10041020-42080); and*

WHEREAS, *Marching Cougars Band Booster Club*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Marching Cougars Band Booster Club, *will be used to assist with operational expenses.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1000.00** to Marching Cougars Band Booster Club, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate \$1000.00 to Marching Cougars Band Booster Club, from District 7 Discretionary Fund (DSC 07 10041020-42080); and*

WHEREAS, *Marching Cougars Band Booster Club*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Marching Cougars Band Booster Club, *will be used to assist with the purchase of cymbal pads and operational expenses.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1000.00 to Marching Cougars Band Booster Club, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **\$1000.00** to People United to Advance the Dream, Mobile, Inc., from District 7 Discretionary Fund (DSC 07 10041020-42080);* and

WHEREAS, *People United to Advance the Dream, Mobile, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to People United to Advance the Dream, Mobile, Inc., *will be used to assist with the 35th Annual Dr. Martin Luther King, Jr. Birthday Celebration on Thursday, January 16, 2025, through Monday, January 20, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1000.00** to People United to Advance the Dream, Mobile, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate \$2500.00 to Revitalize DIP, from District 3 Discretionary Fund (DSC 03 10041020-42080); and*

WHEREAS, *Revitalize DIP*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Revitalize DIP, *will be used to assist with the 4th Annual Festival on December 7, 2024, at the Gulfdale Promenade.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2500.00 to Revitalize DIP, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Josh Woods*

WHEREAS, *Councilmember Woods wishes to appropriate **\$3000.00** to Southwest Mobile County Chamber Foundation, from District 6 Discretionary Fund (DSC 06 10041020-42080); and*

WHEREAS, *Southwest Mobile County Chamber Foundation, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Southwest Mobile County Chamber Foundation, *will be used to assist with the Tillman's Corner Area Learning Leadership TALL Program..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$3000.00** to Southwest Mobile County Chamber Foundation, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to appropriate **\$5000.00** to United Way of Southwest Alabama, from District 5 Discretionary Fund (DSC 05 10041020-42080); and*

WHEREAS, *United Way of Southwest Alabama, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to United Way of Southwest Alabama, *will be used to assist and support the important community resources that are already in place, such as housing needs, utility assistance, food pantries, and shelter services.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$5000.00** to United Way of Southwest Alabama, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To execute an agreement with ADEM to expend public funds for a public purpose served thereby to financially support the operations of ADEM in the geographical area of the City of Mobile for environmental enforcement and management

Amount of Contract:

\$116,700.00

Funding Source

10049000/42140 Budget

ATTACHMENTS:

1. Resolution.ADEM.1224
2. ADEM Intergovernmental 1224

REVIEWERS:

Patricia Primm
Scott Collins
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 to execute and attest, respectively, for and on behalf of the City of Mobile, the *Intergovernmental Agreement with Alabama Department of Environmental Management*, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, to expend public funds for a public purpose served thereby to financially support the operations of ADEM in the geographical area of the City of Mobile for environmental enforcement and management, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk

INTERGOVERNMENTAL AGREEMENT FOR FUNDING
BETWEEN THE CITY OF MOBILE AND THE
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

WHEREAS, the City of Mobile, Alabama, a municipal corporation, acting by and through its duly authorized Mayor (“City”), is authorized to expend public funds when a public purpose will be served thereby; and the City Council finding that a public purpose will be served by the expenditure of the funds referenced herein; and

WHEREAS, the Alabama Department of Environmental Management, with an address at 1400 Coliseum Boulevard, Montgomery, Alabama 36110-2059 (hereinafter ADEM), is an agency of the State of Alabama a state government agency charged with the enforcement of environmental policy in the state of Alabama; and

WHEREAS, municipalities in the State of Alabama and the State and its agencies may enter into mutual agreements for the public health and good, including promoting the health and safety of the environment and especially in the City of Mobile, and the City finding it appropriate to facilitate the location of an ADEM office or other facility in the City of Mobile; and

WHEREAS, the City desires to assist financially in the support of operations of ADEM in the geographical area of the City of Mobile by providing funding toward this effort; and

WHEREAS, the City and ADEM deem it necessary and desirable to set out the terms of this agreement with regard to this funding;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, the City and ADEM (“Parties”) enter into the following mutual agreement:

1. That the City shall appropriate to ADEM the sum of One Hundred and Sixteen Thousand and Seven Hundred dollars (\$116,700.00) (“Funds”), in consideration for the receipt of which funds ADEM agrees to use the financing in support of operations in the City of Mobile for the support of environmental enforcement and management.

2. That the Funds shall be distributed in a single payment by the City to ADEM upon joint execution of this Agreement and written request from ADEM to the City accounting department.

3. That ADEM shall refund to City any portion of the funds, which are unused or used for any other purpose.

4. That ADEM shall in the performance of this contract comply strictly with all state and federal laws, rules and regulations, and shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law.

5. That ADEM shall be and at all times remain responsible for its operations and City shall have no liability in connection therewith nor be considered a joint venturer, partner, or otherwise involved or responsible for said operations or actions.

IN WITNESS WHEREOF, the Parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representatives.

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert, City Clerk

William S. Stimpson, Mayor

Date: _____

Alabama Department of Environmental Management

BY _____
Its Director (Authorized Agent)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and said for County in said State, hereby certify that _____ whose name as AUTHORIZED AGENT of the Alabama Department of Environmental Management, a state of Alabama agency, is signed to the foregoing, 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, 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 _____ day of _____, 20____.

Notary Public
State of Alabama at Large
My Commission Expires: _____



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Resolution to appoint Peters Drey to the Mobile Historic Development Commission

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_mhdc.Drey

REVIEWERS:

Patricia Primm

Chris Kern

James Barber

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor's appointment of Peters Drey to serve on the Mobile Historic Development Commission, for a term expiring December 31, 2027, is hereby approved by the City Council of the City of Mobile, Alabama, said appointment and approval having been made pursuant to Mobile City Code Section 44- 72(c).

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Resolution to appoint Ivy Thompson to the Mobile Historic Development Commission

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_mhdc.Thompson

REVIEWERS:

Patricia Primm

Chris Kern

James Barber

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,
ALABAMA, that the Mayor's appointment of Ivy Thompson to serve on the Mobile Historic Development Commission, for a term expiring December 31, 2027, is hereby approved by the City Council of the City of Mobile, Alabama, said appointment and approval having been made pursuant to Mobile City Code Section 44- 72(c).

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Emergency Equipment Professional Inc for annual preventive maintenance service for 4 2016 Rosenbauer and 3 2010 E-One pumper trucks for MFRD.

Amount of Contract:

\$17,500.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241127 EEP Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 3 December 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 Emergency Equipment Professional Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Emergency Equipment Professional Inc for annual preventive maintenance service for 4 2016 Rosenbauer and 3 2010 E-One pumper trucks for MFRD. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,500.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2622</u>	2025	(1510) FIRE ADMINISTRATION	ANNUAL PREVENTIVE MAINTENANCE SERVICE FOR FOUR 2016 ROSENBAUER & THREE 2010 E-ONE PUMPER FIRE APPARATUS FOR MFRD (PRICE BELOW BID REQUIREMENT)	\$17,500.00	(294963) <u>EMERGENCY EQUIPMENT PROFESSIONAL, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 1
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/25/24	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 ANNUAL SERVICE, INC LABOR, FLUIDS, FILTERS AND INSPECTION INCLUDES: ENGINE OIL AND FILTER CHANGE; FUEL FILTER CHANGE; FUEL WATER SEPARATOR CHANGE; CHANGE CRANK CASE FILTER; COMPLETE CHASSIS LUBRICATION; COOLANT SYSTEM AND TOP OFF; FULL INSPECTION OF UNIT WITH NFPA 1911 CHAPTERS 8.9, AND MFGS RECOMMENDATIONS; CHANGE TRANS FILTERS AND TOP OFF TRAN FLUID; DRAIN AND REFILL PUMP GEAR BOX WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER E-20, 2016 Rosenbauer, Asset 75140 PER QUOTE 220817 Vendor Item	1.00 EACH	2500.00000	2500.00
1 1000.30.15.1510.1522.1510.0000.0000.45050.			2500.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 2
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	ANNUAL SERVICE, INC LABOR, FLUIDS, FILTERS AND INSPECTION INCLUDES: ENGINE OIL AND FILTER CHANGE; FUEL FILTER CHANGE; FUEL WATER SEPARATOR CHANGE; CHANGE CRANK CASE FILTER; COMPLETE CHASSIS LUBRICATION; COOLANT SYSTEM AND TOP OFF; FULL INSPECTION OF UNIT WITH NFPA 1911 CHAPTERS 8.9, AND MFGS RECOMMENDATIONS; CHANGE TRANS FILTERS AND TOP OFF TRAN FLUID; DRAIN AND REFILL PUMP GEAR BOX WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER *E-23, 2016 Rosenbauer, Asset 75008 PER QUOTE 220817 Vendor Item	1.00 EACH	2500.00000	2500.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			2500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 3
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
003	ANNUAL SERVICE, INC LABOR, FLUIDS, FILTERS AND INSPECTION INCLUDES: ENGINE OIL AND FILTER CHANGE; FUEL FILTER CHANGE; FUEL WATER SEPARATOR CHANGE; CHANGE CRANK CASE FILTER; COMPLETE CHASSIS LUBRICATION; COOLANT SYSTEM AND TOP OFF; FULL INSPECTION OF UNIT WITH NFPA 1911 CHAPTERS 8.9, AND MFGS RECOMMENDATIONS; CHANGE TRANS FILTERS AND TOP OFF TRAN FLUID; DRAIN AND REFILL PUMP GEAR BOX WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER: *E-52, 2016	1.00 EACH	2500.00000	2500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 4
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Rosenbauer, Asset 75009 PER QUOTE 220817 Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.45050.			2500.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	ANNUAL SERVICE, INC LABOR, FLUIDS, FILTERS AND INSPECTION INCLUDES: ENGINE OIL AND FILTER CHANGE; FUEL FILTER CHANGE; FUEL WATER SEPARATOR CHANGE; CHANGE CRANK CASE FILTER; COMPLETE CHASSIS LUBRICATION; COOLANT SYSTEM AND TOP OFF; FULL INSPECTION OF UNIT WITH NFPA 1911 CHAPTERS 8.9, AND MFGS RECOMMENDATIONS; CHANGE TRANS FILTERS AND TOP OFF TRAN FLUID; DRAIN AND REFILL PUMP GEAR BOX	1.00 EACH	2500.00000	2500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 5
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER: *E-53, 2016 Rosenbauer, Asset 75010 PER QUOTE 220817 Vendor Item			2500.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	ANNUAL SERVICE, INC LABOR, FLUIDS, FILTERS AND INSPECTION INCLUDES: ENGINE OIL AND FILTER CHANGE; FUEL FILTER CHANGE; FUEL WATER SEPARATOR CHANGE; CHANGE CRANK CASE FILTER; COMPLETE CHASSIS LUBRICATION; COOLANT SYSTEM AND	1.00 EACH	2500.00000	2500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 6
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	TOP OFF; FULL INSPECTION OF UNIT WITH NFPA 1911 CHAPTERS 8.9, AND MFGS RECOMMENDATIONS; CHANGE TRANS FILTERS AND TOP OFF TRAN FLUID; DRAIN AND REFILL PUMP GEAR BOX WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER: *E-54, 2010 E-One, Asset 52547 PER QUOTE 220817 Vendor Item			2500.00
006	ANNUAL SERVICE, INC LABOR, FLUIDS, FILTERS AND INSPECTION INCLUDES:	1.00 EACH	2500.00000	2500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 7
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	ENGINE OIL AND FILTER CHANGE; FUEL FILTER CHANGE; FUEL WATER SEPARATOR CHANGE; CHANGE CRANK CASE FILTER; COMPLETE CHASSIS LUBRICATION; COOLANT SYSTEM AND TOP OFF; FULL INSPECTION OF UNIT WITH NFPA 1911 CHAPTERS 8.9, AND MFGS RECOMMENDATIONS; CHANGE TRANS FILTERS AND TOP OFF TRAN FLUID; DRAIN AND REFILL PUMP GEAR BOX WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER: *E-55, 2010 E-One, Asset 52549 PER QUOTE 220817 Vendor Item			

1	1000.30.15.1510.1522.1510.0000.0000.45050.			2500.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 8
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/25/24	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
007	ANNUAL SERVICE, INC LABOR, FLUIDS, FILTERS AND INSPECTION INCLUDES: ENGINE OIL AND FILTER CHANGE; FUEL FILTER CHANGE; FUEL WATER SEPARATOR CHANGE; CHANGE CRANK CASE FILTER; COMPLETE CHASSIS LUBRICATION; COOLANT SYSTEM AND TOP OFF; FULL INSPECTION OF UNIT WITH NFPA 1911 CHAPTERS 8.9, AND MFGS RECOMMENDATIONS; CHANGE TRANS FILTERS AND TOP OFF TRAN FLUID; DRAIN AND REFILL PUMP GEAR BOX WITH INSPECTION; CHECK REAR DIFF FLUID; TAKE BRAKE MEASUREMENT OF ALL PADS, CHECK DRUMS AND ROTORS; CHANGE FEF FLUID FILTER; CHANGE AIR DRIER FILTER: *E-56, 2010 E-One, Asset 52545 PER QUOTE 220817 Vendor Item	1.00 EACH	2500.00000	2500.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			2500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002622-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Released	Page 9
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/25/24	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 17500.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45050.	17500.00	8299402.66
FIRE SUPPRESSION DIV EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Queued	11/25/24	DONALD ROSE	
Queued	11/25/24	SANDRA LEWIS	
Queued	11/25/24	STEVEN KRONINGER	
Queued	11/25/24	SAMANTHA COOLEY	
Queued	11/25/24	LONELL HARRIS	
Queued	11/25/24	ANNE FOLEY	
Queued	11/25/24	JOHN PAINE	

=====	=====
Bill To	Requisition 00002622-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 10
=====	=====

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
11/25/24	294963
	FIRE ADMINISTRATION
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 11/25/24 JAMES NEESE JR			

Authorized By: _____ Date: _____

Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to GT Distributors of Georgia Inc for 20 Glock 47 MOS pistols with accessories for MPD SWAT.

Amount of Contract:

\$32,162.80

Funding Source

Drug enforcement fund.

ATTACHMENTS:

1. 20241205 GT Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 10 December 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to GT Distributors of Georgia, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to GT Distributors of Georgia Inc for 20 Glock 47 MOS pistols
with accessories for MPD SWAT.
Drug enforcement fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$32,162.80

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5914

How many bidders received bid packages (if applicable): 15+ web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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>597</u>	2025	(1530) POLICE ADMIN SERVICES	20 GLOCK 47 MOS PISTOLS WITH ACCESSORIES FOR MPD SWAT (SEALED BID 5914)	\$31,162.80	<u>(070105) GT DISTRIBUTORS OF GEORGIA INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000597-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
---	--

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/24	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER BID 5914.

001	GLOCK 47 MOS D/C W/ACRO P2 AG NTF/NTR SIGHT-3 MAGS WITH GLOCK PERF. TRIGGER INSTALLED ITEM:GLOCK-PA47AS302MO Vendor Item	20.00 EACH	904.96000	18099.20
-----	--	---------------	-----------	----------

1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			18099.20
---	--	--	--	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

002	STREAMLIGHT TLR-1 HL RAIL MOUNTED TAC LIGHT 1 ITEM:STL-69260 Vendor Item	20.00 EACH	139.98000	2799.60
-----	--	---------------	-----------	---------

1	4035.30.15.0000.0000.1530.0000.0000.44020.			
---	--	--	--	--

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000597-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
---	--

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/24	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	E G-DRUG-ST .OPERSUPPLS.			2799.60

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

003	6354RDSO ALS HOLSTER W/QLS19 FORK: G34; STX-R ITEM:SAF-6354RDSO-6832-1 Vendor Item	23.00 EACH	143.60000	3302.80
-----	---	---------------	-----------	---------

1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			3302.80
---	--	--	--	---------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000597-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 3
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/24	070105				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
004 6354RDSO ALS HOLSTER W/QLS19 FORK; G34; STX-L ITEM:SAF-6354RDSO-6832-1 Vendor Item	2.00 EACH	143.60000	287.20

1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			287.20
--	--	--	--------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

005 RADIANT WEAPONS AFTERBURNER PLUS RAMJET, GLOCK 1 ITEM: RADIANT-H0005 Vendor Item	20.00 EACH	383.70000	7674.00
--	---------------	-----------	---------

1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			7674.00
--	--	--	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000597-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 4
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
---	--

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/24	070105				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

006 FREIGHT	1.00 EACH	0.00000	0.00
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Additional Description Notes

FREIGHT IS INCLUDED IN THE PRICE OF EACH ITEM.
 Vendor Item
 Inventory Item/Loc 14009

1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00
--	--	--	-----

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000597-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 5
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
--	---

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/09/24	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 32162.80

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

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS.	32162.80	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	32162.80	
DRUG ENFORCEMENT FUND EXP		OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Forward	10/09/24	JAMES BARBER	Automatic Forward to 910519885
Approved	10/09/24	RODNEY GREELEY	R.G.
Approved	10/09/24	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	10/09/24	WILLIAM JACKSON	Auto approved by: 910510512
Approved	10/09/24	WILLIAM REED	Auto approved by: 910510512
Approved	10/11/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	10/11/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	10/11/24	SHAUNAGYE SIMMS	
Approved	10/11/24	RANDY THREADGILL	Auto approved by: 910520990
Forward	10/10/24	MICHAEL SPAFFORD	Automatic Forward to 910519540
Approved	10/11/24	DONALD ROSE	Auto approved by: 9105fola
Approved	10/11/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/11/24	STEVEN KRONINGER	Auto approved by: 9105fola

=====	=====
Bill To	Requisition 00000597-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 6
=====	=====

Vendor
GT DISTRIBUTORS OF GEORGIA INC
2545 BROCKTON DRIVE SUITE 100

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

AUSTIN, TX 78758

MOBILE, AL 36606

Tel#800-241-8950
Fax 706-861-4444

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
10/09/24	070105				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	10/11/24 SAMANTHA COOLEY	Auto	approved by: 9105fola	
Approved	10/11/24 LONELL HARRIS	Auto	approved by: 9105fola	
Approved	10/11/24 ANNE FOLEY			
Approved	10/11/24 JOHN PAINE	Auto	approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

ADDENDUM

November 14, 2024



RE: City of Mobile Bid #5914 for GLOCKS, LIGHTS, HOLSTERS

Please consider the following to be Addendum to City of Mobile Bid #5914 for Glockes, Lights, and Holsters.

ADD

TO: Glock G47 MOS

Ameriglo – GL429, non-tritium front and rear sights; black

ADD

TO: Sarariland Holster Fork STX-R

QUICK-KIT1; Quick Locking System Kit (1-QLS 19, 1-QLS 22)

ADD

TO: Sarariland Holster Fork STX-L

QUICK-KIT1; quick locking system kit (1-QLS 19, 1-QLS 22)

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile
JP/lw

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Purchasing Department
and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: en Buyer: 009

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

DATE 11/07/2024	BID NO. 5914	DEPARTMENT POLICE DEPT	Commodities to be delivered F.O.B. Mobile to: As Specified
--------------------	-----------------	---------------------------	---

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

12:01 PM, Thursday, November 21, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX QTY 1-35	GLOCKS, LIGHTS, HOLSTERS <u>GLOCK G47 MOS – NO SUBSTITUTIONS</u> - CALIBER: 9MM - CAPACITY: 17 ROUNDS - BARREL LENGTH: APPROX. 4.49 INCHES - FRAME: POLYMER FRAME WITH FULL-SIZE GRIP - RED DOT SIGHT: AIMPOINT ACRO P2 - DOT SIZE: 3.5 MOA (MINUTE OF ANGLE) - WATERPROOF TO 35 METERS (115 FEET) 3 MAGAZINES PER FIREARM INCLUDED Make _____ Model _____					
APPX QTY 1-35	<u>STREAMLIGHT MODEL: TLR-1 HL – NO SUBSTITUTIONS</u> - ITEM NUMBER: STL-69260 - TYPE: RAIL-MOUNTED TACTICAL LIGHT - BRIGHTNESS: 1,000 LUMENS - RUN TIME: 1.5 HOURS CONTINUOUS Make _____ Model _____					
Page 1 of 4			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX QTY 1-35	Page 2 of 4 <u>SARARILAND HOLSTER FORK STX-R – NO SUBSTITUTIONS</u> - ITEM NUMBER: SAF-6354RDSO-6832-1 - MODEL: 6354RDSO ALS Holster with QLS19 Fork - Designed to fit Glock 34 models with mounted red dot sights (RDS) - Material: STX-R finish Make _____ Model _____ <u>SARARILAND HOLSTER FORK STX-L – NO SUBSTITUTIONS</u> - ITEM NUMBER: SAF-6354RDSO-6832-1 - Material: STX-L finish Make _____ Model _____ <u>RADIAN WEAPONS AFTERBURNER + RAMJET NO SUBSTITUTIONS</u> - ITEM NUMBER – RADIAN – H0005 - Afterburner Micro-Compensator: - Reduction: Reduces muzzle rise by up to 44% compared to a factory Glock barrel - Finish: Durable black Nitride or equivalent corrosion-resistant finish - Attachment: Threaded for quick and secure installation without a threaded barrel; includes a tapered locking mechanism for easy installation and removal without tools - Ramjet Barrel: - Design: Match-grade, precision-engineered barrel designed to pair with the Afterburner micro-compensator - Finish: Black Nitride or equivalent finish for corrosion and wear resistance - Length: Standard length to fit Glock models, plus compensator integration without extending the length significantly Make _____ Model _____ Upon award the City will purchase a minimum of 1 item. QUANTITIES LISTED ARE APPROXIMATIONS.					
APPX QTY 1-15						
APPX QTY 1-35						
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4 STATE LEAD TIME AFTER RECEIPT OF PURCHASE ORDER: _____ Days All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of_____

Page 703 of 1061



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gwins Stationery & Engraving Inc for printing and mailing of annual business license renewal forms for Revenue Dept.

Amount of Contract:

\$22,837.30

Funding Source

General fund.

ATTACHMENTS:

1. 20241203 Gwins Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 10 December 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 Gwins Stationery & Engraving Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gwins Stationery & Engraving Inc for printing and mailing
of annual business license renewal forms for Revenue Dept.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: 22,837.30

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5854

How many bidders received bid packages (if applicable): 8+ web

How many bidders submitted bids (if applicable): 1

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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>2780</u>	2025	(2570) REVENUE	PRINTING AND MAILING OF ANNUAL BUSINESS LICENSE RENEWAL FORMS FOR REVENUE DEPT (SEALED BID 5854)	\$22,837.30	<u>(79615) GWINS STATIONERY & ENGRAVING INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002780-00 FY 2025 PO 25002414 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 1
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Vendor
 GWINS STATIONERY & ENGRAVING INC
 GWINS COMMERCIAL PRINTING
 957 SPRINGHILL AVE

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

MOBILE, AL 36604

Tel#251-438-2226
 Fax 251-438-1959

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/02/24	079615				REVENUE

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID 5854 AND YOUR BID RESPONSE. REVENUE, BUSINESS LICENSE RENEWAL FORMS PACKAGE, EACH PACKAGE CONSISTS OF 8-1\2 X 11 SHEETS WITH ENVELOPE AND RETURN ENVELOPE. AS PER MY BID 5854 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 12407	20210.00 EACH	0.58000	11721.80
1	1000.60.25.2570.2570.2500.0000.0000.44020.			11721.80

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

002	POSTAGE, 1ST CLASS.	20210.00	0.55000	11115.50
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002780-00 FY 2025 PO 25002414 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 2
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Vendor
 GWINS STATIONERY & ENGRAVING INC
 GWINS COMMERCIAL PRINTING
 957 SPRINGHILL AVE

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

MOBILE, AL 36604

Tel#251-438-2226
 Fax 251-438-1959

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/02/24	079615				REVENUE

LN Description / Account	Qty EACH	Unit Price	Net Price
--------------------------	----------	------------	-----------

Vendor Item
 Inventory Item/Loc 18333

1 1000.60.25.2570.2570.2500.0000.0000.44020.			11115.50
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Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Requisition Link

Requisition Total	22837.30
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.60.25.2570.2570.2500.0000.0000.44020.		
REVENUE EXP	22837.30	181119.02
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	12/02/24	DONNA BRYARS	
Approved	12/02/24	MAURIA KING	Auto approved by: 910519237

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002780-00 FY 2025 PO 25002414 Acct No: 1000.60.25.2570.2570.2500.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 3
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Vendor
 GWINS STATIONERY & ENGRAVING INC
 GWINS COMMERCIAL PRINTING
 957 SPRINGHILL AVE

Ship To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

MOBILE, AL 36604

Tel#251-438-2226
 Fax 251-438-1959

Deliver To
 REVENUE
 205 GOVERNMENT STREET
 2ND FLR S TOWER ROOM 243
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/02/24	079615				REVENUE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	12/03/24 DONALD ROSE	Auto approved by:	910518227	
Approved	12/03/24 SANDRA LEWIS			
Approved	12/03/24 STEVEN KRONINGER	Auto approved by:	910518227	
Approved	12/03/24 SAMANTHA COOLEY	Auto approved by:	910518227	
Approved	12/03/24 LONELL HARRIS	Auto approved by:	910518227	
Approved	12/03/24 ANNE FOLEY	Auto approved by:	910518227	
Approved	12/03/24 JOHN PAINE	Auto approved by:	910518227	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5854

REVENUE PRINTING LICENSE RENEWALS

	VENDOR	GWIN'S PRINTING		
1	RENEWAL FORM	\$ 0.58		
	RENEWAL FORM POSTAGE	\$ 0.55		
	Total for Renewal Form	\$ 1.13		
2	CITY OF MOBILE BUSINESS LICENSE	\$ 0.62		
	CITY OF MOBILE BUSINESS LICENSE POSTAGE	\$ 0.55		
	Total for Business License	\$ 1.17		
3	BUSINESS LICENSE AND TAX DISCREPANCY NOTICES	\$ 0.62		
	BUSINESS LICENSE AND TAX DISCREPANCY NOTICE POSTAGE	\$ 0.55		
	Total for Discrepancy Notice	\$ 1.17		

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

**Purchasing Department
and Package Delivery:**

This is Not an Order

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

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

Postal Service Does Not Deliver to This Street Address

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

Typed by: _____ en Buyer: 005

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

DATE 11/28/2023	BID NO. 5854	DEPARTMENT Revenue	Commodities to be delivered F.O.B. Mobile to: As Directed
---------------------------	------------------------	------------------------------	---

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

12:01 P.M. Thursday, December 07, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 18,000 to 26,000	OFF PREMISE COMPUTER GENERATED LICENSE RENEWAL FORM Renewal form is 8 ½ x 11. Price to include (1) form, (2) #10 window envelope, (3) postage, and (4) artwork changes. Quote is to be furnished as a "per package" quote including items above. This bid is to be awarded on a price per each form package with approximate usage of 24,000 License Renewal Forms and must be mailed by December 16 th . Price per each forms package without postage \$ _____ 1 st Class Postage \$ _____					
	CITY OF MOBILE BUSINESS LICENSES Off Premise Computer Generated Business Licenses. Licenses to be printed monthly with minimum quantity to be 100 per print run. Size of license to be 8 ½ x 11 with standard #10 window envelope. Office copy to be furnished for each license that is printed, as a PDF sent via secure site. License print to be color specific. Color changes with each year's run. Contact department for specific color.					
Page 1 of 3			TOTAL			

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 15,000 to 20,000	Page 2 of 3 Price to include (1) form, (2) PDF file, (3) #10 window envelope, (4) postage, and (5) any artwork changes. Quote is to be furnished as a “per package” quote including all items in the above paragraph. Quantity of print runs for this contract is to be approximately 20,000. The business license is to be made in early January and run through March. These runs will be monthly “as needed”. Price per each forms package without postage \$ _____ 1st Class Postage \$ _____ BUSINESS LICENSE AND TAX DISCREPANCY NOTICES Off Premise Computer Generated Discrepancy Notices Discrepancy notices to be printed twice with the first run in February. Form to be 8 ½ x 11 in size and include a #10 window envelope. Quote to include (1) form, (2) #10 window envelope, (3) postage, and (4) any artwork charges. Quantity of print run is approximately 5,000 with first print run in and vary every month after the first run. Price per each forms package without postage \$ _____ 1st Class Postage \$ _____ Pricing to be held firm for a one (1) year period. Prices may be extended for up to two (2) additional one year periods with the approval of both the successful vendor and the City of Mobile. City of Mobile will furnish all artwork for all forms. City of Mobile Postal Permit Required.					

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org. <u>Samples of forms are attached to this bid package.</u> Vendor <u>MUST</u> mail all packages no later than 7-10 business days from the receipt of the file. Vendor will be responsible to drop forms and packages at Post Office. Vendor must have local office. Address of local office _____ TO BE AWARDED ALL OR NONE					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

YEAR	LICENSE NO
2022	
ISSUED	EXPIRES
3/3/2022	12/31/2022

525110 P AND F - NEW PREMIUM
525111 P AND F - RENEWAL PREMIUM



Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



1 T1 P1

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE



1111



Account #:

The City of Mobile, Annual Alabama Privilege License Tax Renewal forms and the Annual Alabama Policemen & Firefighters Pension and Relief Fund Fee forms are now available on the City of Mobile website at

<https://www.cityofmobile.org/government/revenue/revenue-forms-and-applications/>.

Please remit payment to:

City of Mobile
Revenue Department
PO Box 3065
Mobile, AL 36652

NOTE: The City of Mobile is a self administrating municipality and as such requires payment be made directly to The City of Mobile and NOT to the Alabama League of Municipalities. Please remember the due date is March 1, 2022. Renewals postmarked March 2, 2022 and after will be subjected to penalties and interest.

Please complete and return the renewal forms even if there have been no premiums written by the company in the City of Mobile.

If you have any questions, please contact the Revenue Department at (251) 208-7462 option 1.

Thank you for your prompt attention to this matter.

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE
2022 CITY OF MOBILE BUSINESS LICENSE RENEWAL



10 TS PL



This notice is being sent in accordance with City of Mobile Ordinance Sec 34-44(iii) requiring a renewal reminder to be mailed to each licensee annually.

2022 Business License may be renewed online beginning January 1, 2022 by going to <https://mobileselfservice.tylertech.com> or www.cityofmobile.org/services/payment-center and clicking on **BUSINESS LICENSE RENEWAL**.

Existing Citizen Self Service customers may file and pay City of Mobile business licenses and taxes using the same account.

New Citizen Self Service customers must establish an account by registering online at <https://mobileselfservice.tylertech.com> (see instructions online).

If you have questions or need assistance, please contact your account manager listed below:

Name: JANICE CARR

Phone Number: (251) 208-7836

Email Address: JANICE.CARR@CITYOFMOBILE.ORG

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE
2022 CITY OF MOBILE BUSINESS LICENSE RENEWAL



This notice is being sent in accordance with City of Mobile Ordinance Sec 34-44(iii) requiring a renewal reminder to be mailed to each licensee annually.

2022 Business License may be renewed online beginning January 1, 2022 by going to <https://mobileselfservice.tylertech.com> or www.cityofmobile.org/services/payment-center and clicking on BUSINESS LICENSE RENEWAL.

Our records show you have residential rental properties in the City of Mobile at the locations below.

RENTAL LOCATIONS

<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
	Mobile	AL	36619-5338
	Mobile	AL	36695-9132
	Mobile	AL	36608-3972
	Mobile	AL	36695
	Mobile	AL	36609-2369
	Mobile	AL	36695-9474
	Mobile	AL	36693
	Mobile	AL	36619-5153

If this information is not correct, please contact your Account Manager at:

Name: NIKKI MCGLASKER

Phone Number: (251) 208-5824

Email Address: NIKKI.MCGLASKER@CITYOFMOBILE.ORG

City of Mobile

P.O. Box 1827 • Mobile, Alabama 36633

www.cityofmobile.org

**CITY OF MOBILE
REVENUE DEPARTMENT**

February 15, 2022

26 TL P1



Account #:

DELINQUENT BUSINESS LICENSE NOTICE

PMT Status	YEAR	NAICS	Description	TAX AMT	PAID AMT	BALANCE DUE
NON-FILING	2018	238992	CONSTRUCTION	*	*	*
NON-FILING	2019	238992	CONSTRUCTION	*	*	*
NON-FILING	2020	238992	CONSTRUCTION	*	*	*
NON-FILING	2021	238992	CONSTRUCTION	*	*	*
NON-FILING	2022	238992	CONSTRUCTION	*	*	*

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

<https://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

Attn: JANICE CARR

PO BOX 3065

MOBILE, AL 36652-3065

If you feel you have received this notice in error or need to discuss further, please contact your Account Manager with the City of Mobile Revenue Department below:

Name: JANICE CARR

Phone Number: (251) 208-7062

Email Address: KENNETH.MOSLEY@CITYOFMOBILE.ORG

City of Mobile P.O. Box 1827 • Mobile, Alabama 36633 www.cityofmobile.org

CITY OF MOBILE
REVENUE DEPARTMENT

December 22, 2021

1 TI PI



Account #:



DELINQUENCY TAX NOTICE

Bill #	PMT Status	MTH/YR	Description	TAX AMT	PAID AMT	BALANCE DUE
*	NON FILING	1/2021	SALES TAX	*	*	*
*	NON FILING	2/2021	SALES TAX	*	*	*
	UNDERPAYMENT	3/2021	SALES TAX	\$16782.93	\$13763.13	\$3019.80
	NO PAYMENT	6/2021	SALES TAX	\$7042.75	\$0.00	\$7042.75
*	NON FILING	7/2021	SELLERS USE TAX	*	*	*
*	NON FILING	8/2021	SELLERS USE TAX	*	*	*
*	NON FILING	9/2021	SELLERS USE TAX	*	*	*

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

<https://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
Attn: JOAN BRUTKIEWICZ
PO BOX 3065
MOBILE, AL 36652-3065

If you feel you have received this notice in error or need to discuss further, please contact your Account Manager with the City of Mobile Revenue Department below:

Name: JOAN BRUTKIEWICZ
Phone Number: (251) 208-7868
Email Address: JOAN.BRUTKIEWICZ@CITYOFMOBILE.ORG



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Hardy Chevrolet Buick GMC for 73 2025 Chevrolet Tahoe PPV SUVs for MPD.

Amount of Contract:

\$3,676,572.00

Funding Source

Motor pool capital

ATTACHMENTS:

1. 20241205 Hardy Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 10 December 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 Hardy Chevrolet Buick GMC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hardy Chevrolet Buick GMC for 73 2025 Chevrolet Tahoe
PPV SUVs for MPD.
Motor Pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$3,676,572.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5913

How many bidders received bid packages (if applicable): 10 + web

How many bidders submitted bids (if applicable): 2

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>2609, 2611</u>	2025	(F7000) MOTOR POOL	73 2025 CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5913)	\$3,676,572.00	<u>(299517) HARDY</u> <u>CHEVROLET</u> <u>BUICK GMC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002609-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor HARDY CHEVROLET BUICK GMC 1249 CHARLES HARDY PARKWAY DALLAS, GA 30157 Tel#2563307280 Fax 7704459659	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/22/24	299517				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: PATROL Additional Description Notes	30.00 EACH	50364.00000	1510920.00

2025 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: WHITE IN COLOR;FRON SEAT 40/20/40 SPILT-BENCH MWITH 20% DELETE;4 ADDITIONAL REMOTES (AMF) FOR A TOTAL OF 6 KEYS IS STANDARD;6C7 LIGHTINING-RED AND WHITE LED FRONT AUXILIARY DOME;6J3 WIRING-FOR GRILLE LAMPS AND SIREN SPEAKER;6J4 WIRING-FOR HORN TRANSFER LOOP WIRE

AS REQUESTED BY 1530-PD

1	7000.40.20.0000.0000.2070.0000.0000.47010. E MP01530 .CAPEQUIPMT.			1510920.00
---	--	--	--	------------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	1510920.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002609-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved
--	--

Page 2

Vendor HARDY CHEVROLET BUICK GMC 1249 CHARLES HARDY PARKWAY DALLAS, GA 30157 Tel#2563307280 Fax 7704459659	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/22/24	299517				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	E MP01530 .CAPEQUIPMT.		1510920.00	26085.15
***** General Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	7000.40.20.0000.0000.2070.0000.0000.47010.		1510920.00	15754960.26
	MOTOR POOL EXP		EQUIPMENT (GREATER \$5000)	
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	11/22/24	CHARLES SUMRALL	Approve	
Approved	11/22/24	SHONNDA SMITH	Auto approved by: 910518787	
Approved	11/22/24	CHERI BOUCHER		
Approved	11/22/24	ASHLEY PHILLIPS	Auto approved by: 910518787	
Approved	12/05/24	DONALD ROSE	Auto approved by: 9105paij	
Approved	12/05/24	SANDRA LEWIS	Auto approved by: 9105paij	
Approved	12/05/24	STEVEN KRONINGER	Auto approved by: 9105paij	
Approved	12/05/24	SAMANTHA COOLEY	Auto approved by: 9105paij	
Approved	12/05/24	LONELL HARRIS	Auto approved by: 9105paij	
Approved	12/05/24	ANNE FOLEY	Auto approved by: 9105paij	
Approved	12/05/24	JOHN PAINE		

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002611-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
---	--	--------

Vendor
 HARDY CHEVROLET BUICK GMC
 1249 CHARLES HARDY PARKWAY

DALLAS, GA 30157

Tel#2563307280
 Fax 7704459659

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/22/24	299517				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: ADMINISTRATIVE	43.00 EACH	50364.00000	2165652.00

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.			2165652.00
---	--	--	--	------------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total	2165652.00
-------------------	------------

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP.	2165652.00	26085.15

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	2165652.00	15755880.16

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002611-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
---	---

Page 2

Vendor HARDY CHEVROLET BUICK GMC 1249 CHARLES HARDY PARKWAY DALLAS, GA 30157 Tel#2563307280 Fax 7704459659	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/22/24	299517				MOTOR POOL

Account MOTOR POOL EXP	Amount Remaining Budget VEHICLE ACQ (GREATER \$5000)
----------------------------------	--

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

Activity	Date	Clerk	Comment
Approved	11/22/24	CHARLES SUMRALL	Approve
Approved	11/22/24	SHONNDA SMITH	Auto approved by: 910518787
Approved	11/22/24	CHERI BOUCHER	
Approved	11/22/24	ASHLEY PHILLIPS	Auto approved by: 910518787
Approved	12/05/24	DONALD ROSE	Auto approved by: 9105paij
Approved	12/05/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/05/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	12/05/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	12/05/24	LONELL HARRIS	Auto approved by: 9105paij
Approved	12/05/24	ANNE FOLEY	Auto approved by: 9105paij
Approved	12/05/24	JOHN PAINE	

Authorized By: _____ Date: _____

Signature

BID TABULATION FOR BID #5913
POLICE PACKAGE TAHOES

HARDY CHEVROLET BUICK GMC	\$50,364.00
DONOHOO CHEVROLET	\$50,492.58



ADDENDUM

November 5, 2024

RE: City of Mobile Bid #5913 for POLICE PACKAGE TAHOES

Please consider the following to be Addendum to City of Mobile Bid #5913 for Police Package Tahoes.

ADD

All vehicles to be 2-wheel drive.

ADD

Second row seat delete on patrol package Tahoes.

Second row delete ATZ

City will provide a prisoner seat as part of outfitting of the Tahoes.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile

JP/en

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/04/2024	5913	Motor Pool	To Be Specified

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

12:01 PM, Friday, November 22, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION		
			Dollars	Cents	Dollars	Cents	
Appx 30	POLICE PACKAGE TAHOES 2025 Tahoe PPV for Administrative Detective with the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delete • 4 additional remotes (AMF) for a total of 6 keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire Make _____ Model _____ Upon award, the City will purchase a minimum of 30 Tahoes.						
	Appx 45	2025 Tahoe PPV (Patrol) as per the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delte • Second row seat delete (ATZ) • 4 additional remotes (AMF) for a total of 6 keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire Make _____ Model _____ Upon award, the City plans to buy 45 Tahoe PPV for Police patrol use.					
			TOTAL				

Page 1 of 2

Page 1 of 2

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 City will strive to purchase all units possible from one vendor. If vendor is unable to provide the number of units, City will buy all possible from the lowest bidder before moving to the next bidder. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/. If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. For questions, email the Purchasing Department at: purchasing@cityofmobile.org. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. ITEM BASIS AWARD					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Hughes Companies Inc for 3,530 tons type A base limestone for Hurtel Street parking lot.

Amount of Contract:

\$176,500.00

Funding Source

Hurtel Mowing Division New Parking capital project

ATTACHMENTS:

1. 20241205 Hughes Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 10 December 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 Hughes Companies Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hughes Companies Inc for 3,530 tons type A base
limestone for Hurtel Street parking lot.
Hurtel Mowing Division New Parking capital project

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$176,500.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5921

How many bidders received bid packages (if applicable): 9+ web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2462</u>	2025	(2070) PUBLIC SERVICES ADMINISTRATION	3,530 TONS TYPE A BASE LIMESTONE FOR HURTEL STREET PARKING LOT (SEALED BID 5921)	\$176,500.00	(<u>272843</u>) <u>HUGHES</u> <u>COMPANIES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002462-00 FY 2025 PO 25002496 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 1
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Vendor HUGHES COMPANIES INC 3425 ATON ST MOBILE, AL 36612	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
--	--

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/20/24	272843				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

001	AS PER MY BID #5921 AND QUOTE BY PRESTON W. HUGHES III. LIMESTONE TYPE A, DENSE GRADED BASE, (PICK-UP BY CITY TRUCK). Vendor Item Inventory Item/Loc 10979	3530.00 TON	50.00000	176500.00
1	2000.80.00.0000.0000.0000.0000.44020. E F747-001 .OPERSUPPLS.			176500.00

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

[Requisition Link](#)

Requisition Total	176500.00
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***** Project Ledger Summary Section *****

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002462-00 FY 2025 PO 25002496 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 2
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Vendor HUGHES COMPANIES INC 3425 ATON ST MOBILE, AL 36612	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
--	--

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/20/24	272843				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
E	F747-001 .OPERSUPPLS.		176500.00	.60

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	176500.00	
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	11/21/24	BRENDA RHODES	
Approved	11/21/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/21/24	RELYA MALLORY	Auto approved by: 910511034
Approved	12/05/24	DONALD ROSE	Auto approved by: 9105paij
Approved	12/05/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/05/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	12/05/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	12/05/24	LONELL HARRIS	Auto approved by: 9105paij
Approved	12/05/24	ANNE FOLEY	Auto approved by: 9105paij
Approved	12/05/24	JOHN PAINE	Approved by: 9105neej

Authorized By: _____ Date: _____
Signature

BID #5921 ANALYSIS

AGGREGATE

HUGHES COMPANIES INC.	\$50.00/TON
------------------------------	--------------------

VULCAN CONSTRUCTION MATERIALS LLC	\$51.00/TON
--	--------------------

MARTIN MARIETTA	\$54.00/TON
------------------------	--------------------

GREEN DREAM INTERNATIONAL LLC	\$62.15/TON
--------------------------------------	--------------------

ALLOWING 0.05% DISCOUNT/\$59.04/TON	
--	--

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: en Buyer: 007

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

DATE 11/26/2024	BID NO. 5921	DEPARTMENT Public Works	Commodities to be delivered F.O.B. Mobile to: To Be Picked Up
--------------------	-----------------	----------------------------	---

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, December 5, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX 3,674- 5,000 TONS	AGGREGATE The City of Mobile is requesting bids for Aggregate. LIMESTONE, TYPE A, DENSE GRADED BASE (PICK-UP BY CITY TRUCK) \$ _____ /TON Prices quoted on this bid are to be held firm for 90 days from bid award. Upon award, the City of Mobile will purchase a minimum of 3,674 tons. At the option of the successful bidder and the City of Mobile, the prices may be extended for one (1) more 90-day period. State all pricing on this sheet. Stated prices are to be for City of Mobile pick-up by City truck. State any special conditions or ordering instructions. Please remember to sign this original bid sheet. Vendor must have local availability within the County of Mobile for city trucks to pick up aggregate where stated. No bid bond is required.					
			TOTAL			

Page 1 of 3

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

Page_____ of _____

Page 747 of 1061

Page_____ of _____

Page 748 of 1061



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Magnuson Group Inc for 25 Vaulta 40 gallon waste cans for Convention Center.

Amount of Contract:

\$22,165.00

Funding Source

Convention Center Equipment capital.

ATTACHMENTS:

1. 20241206 Magnuson Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 10 December 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 Magnuson Group Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Magnuson Group Inc for 25 Vaulta 40 gallon waste cans
for Convention Center.

Convention Center equipment capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,165.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract. Price below bid requirement.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2374</u>	2025	(3038) REAL ESTATE	25 VALUTA 40 GAL WASTE CANS FOR CONVENTION CENTER (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$22,165.00	<u>(299518)</u> <u>MAGNUSON</u> <u>GROUP INC</u>

Adopted:

City Clerk

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002374-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105foia Status: Approved Page 1
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Vendor MAGNUSON GROUP INC. 1400 INTERNATIONALE PARKWAY WOODRIDGE, IL 60517 US Tel#630-410-3230	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 BRANDT.WILHELM@OAKVIEWGROUP.COM Delivery Reference BRANDT WILHELM 251-545-8951 Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference brandt wilhelm
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	299518				REAL ESTATE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER OMNIA CONTRACT #07-104.
CITY OF MOBILE OMINIA #4000409 SINCE 2007.

CONTACT BRANDT WILHELM AT 251-545-8951 OR EMAIL AT
BRANDT.WILHELM@OAKVIEWGROUP.COM 48 HOURS PRIOR TO DELIVERY.

001 CASTERS VALUTA CST-WB (FOR TRASH CAN VALUTA #VA1818L) - SET OF 4 CASTERS.	25.00 SET	64.00000	1600.00
---	--------------	----------	---------

1 2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.		1600.00
---	--	---------

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
BRANDT WILHELM 251-545-8951

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
brandt wilhelm

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002374-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor
 MAGNUSON GROUP INC.
 1400 INTERNATIONALE PARKWAY

Ship To
 CONVENTION CENTER
 1 SOUTH WATER

WOODRIDGE, IL 60517
 US
 Tel#630-410-3230

MOBILE, AL 36602
 BRANDT.WILHELM@OAKVIEWGROUP.COM

Delivery Reference
 BRANDT WILHELM 251-545-8951

Deliver To
 CONVENTION CENTER
 1 SOUTH WATER

MOBILE, AL 36602
 Delivery Reference
 brandt wilhelm

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	299518				REAL ESTATE

LN	Description / Account	Qty	Unit Price	Net Price
002	TRASH CAN DECORATIVE, 40 GALLON WITH INTERNAL RIDGID LINER INTEGRATED BAG ARMS AND ADJUSTABLE GLIDES DARK ANTHRACITE BODY DARK ANTHRACITE TOP WASTE OPENING LABEL NOT REQUIRED, VALUTA NUMBER VA1818L. Additional Description Notes	25.00 EACH	764.80000	19120.00

NOTE: 50% DEPOSIT REQUIRED. NET 30.

1	2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			19120.00
---	---	--	--	----------

Ship To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602
 Delivery Reference
 BRANDT WILHELM 251-545-8951

Deliver To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602
 Delivery Reference
 brandt wilhelm

003	FREIGHT	1.00	1445.00000	1445.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002374-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor MAGNUSON GROUP INC. 1400 INTERNATIONALE PARKWAY WOODRIDGE, IL 60517 US Tel#630-410-3230	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 BRANDT.WILHELM@OAKVIEWGROUP.COM Delivery Reference BRANDT WILHELM 251-545-8951 Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference brandt wilhelm
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	299518				REAL ESTATE

LN	Description / Account	Qty EACH	Unit Price	Net Price
	Additional Description Notes			

	FOB WOODRIDGE, IL.			
	Vendor Item			
	Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			1445.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference BRANDT WILHELM 251-545-8951			
	Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference brandt wilhelm			

[Requisition Link](#)

Requisition Total 22165.00

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002374-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 4

Vendor MAGNUSON GROUP INC. 1400 INTERNATIONALE PARKWAY WOODRIDGE, IL 60517 US Tel#630-410-3230	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 BRANDT.WILHELM@OAKVIEWGROUP.COM Delivery Reference BRANDT WILHELM 251-545-8951 Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference brandt wilhelm
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	299518				REAL ESTATE

LN	Description / Account	Qty	Unit Price	Net Price
E C0261	.OPERSUPPLS.		22165.00	47931.54

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.		
	22165.00	
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	11/19/24	CARLEEN STOUT	approved! please send to counc
Approved	11/19/24	CASSIE BOATWRIGHT	Auto approved by: 910518486
Approved	11/19/24	BRENDA RHODES	
Approved	11/19/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/19/24	RELYA MALLORY	Auto approved by: 910511034
Unknown	12/04/24	ANNE FOLEY	
Approved	12/04/24	DONALD ROSE	Auto approved by: 9105fola
Approved	12/04/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	12/04/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	12/04/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	12/04/24	LONELL HARRIS	Auto approved by: 9105fola
Approved	12/04/24	ANNE FOLEY	
Approved	12/04/24	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



Magnuson Group

Furniture Products & Solutions

For over 90 years, the Magnuson family has been providing a unique blend of excellent product design, quality, value and customer service.

We have built our name by designing, manufacturing and marketing the industry's finest products within our focused niche of support furniture and accessory products. Over the years, we have added extensively to our product line -- from our earliest roots in coat racks and garment storage -- to today where we represent the contract furniture market's most complete line of high-design accessories and support furniture for commercial facilities.

Magnuson Group remains a family-owned & operated business -- now in its 4th generation -- and is as committed as ever to delivering the finest design, quality, value and customer service available in the market.

Click Your Industry

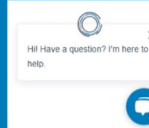
[Education | Government](#)
[Nonprofit](#)

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

Magnuson Group offers a broad collection of support furnishings and accessories that are essential to the design and function of any space. Please choose from our selection of products by clicking on a product category below. By navigating through our categories you will be able to view our products and their associated details. There is a quick menu at the top that contains an alphabetized list of shortcuts to all of the main product categories on our website.

• **Furniture**
Region 14 ESC - TX | 07-104

[VIEW CONTRACT DOCUMENTATION](#)
[CONTACT US](#)


Magnuson Group Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Furniture

Region 14 ESC - TX
Contract Number: 07-104

Initial Term: September 1, 2022 - September 30, 2025

Renewal options: Option to renew for five (5) additional one (1) year periods through September 30, 2030

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Letter](#)
- [Contract Update 1](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [Proof of Publication](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA
PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)


Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

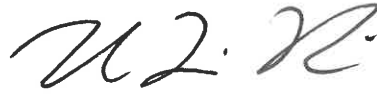
Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "RLR", with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Toomey's Mardi Gras Candy Co Inc for 450 cases of Moon Pies and 80 cases of beads for parade throws for City Clerk.

Amount of Contract:

\$19,044.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241127 Toomey Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 3 December 2024 Item No. _____
Date _____

Submitted by: Procurement John Paine, Purchasing Agent
Department Department Head

Sponsored by: William S. Stimpson Mayor
Name Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Toomey's Mardi Gras Candy Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Toomey's Mardi Gras Candy Co Inc for 450 cases of Moon Pies and 80 cases of beads for parade throws for City Clerk.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$19,044.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1859</u>	2025	(1030) CITY CLERK	450 CASES OF MOON PIES AND 80 CASES OF BEADS FOR PARADE THROWS FOR CITY CLERK (PRICE BELOW BID REQUIREMENT)	\$19,044.00	<u>(130871)</u> <u>TOOMEY'S</u> <u>MARDI GRAS</u> <u>CANDY CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001859-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor
 TOOMEYS MARDI GRAS CANDY CO INC
 755-A MCRAE AVE

MOBILE, AL 36606

Tel#251-450-5012
 Fax 251-450-5078

Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG

Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

VENDOR MUST DELIVER ENTIRE ORDER TO:
 CITY CLERK'S OFFICE
 205 GOVERNMENT STREET
 9TH FLOOR SOUTH TOWER, ROOM 908
 MOBILE, AL 36644
 BY FEBRUARY 12, 2025.
 (NO DELIVERING ON TUESDAYS)

ATTACHED QUOTE #D586

LOCAL VENDORS DO NOT HAVE A SUPPLY OF ITEMS AND CANNOT QUOTE UNTIL THEY HAVE
 A SUPPLY. DUE TO THE AMOUNT THESE ARE NEEDED BEFORE THE LOCAL VENDORS
 SUPPLY WILL BE DELIVERED.

001	MOON PIES, CHOCOLATE, CELLOPHONE WRAPPED. VENDOR TO PROVIDE MOON PIES, 2 OZ, CHOCOLATE, 96 PER CASE. AS PER MY BID 5846 AND YOUR BID RESPONSE.	225.00	32.80000	7380.00
	Vendor Item			
	Inventory Item/Loc 5169			

1	1000.10.90.9000.9000.9000.0000.0000.42140.			7380.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001859-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
 TOOMEYS MARDI GRAS CANDY CO INC
 755-A MCRAE AVE

MOBILE, AL 36606

Tel#251-450-5012
 Fax 251-450-5078

Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG

Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			
002	MOON PIES, BANANA, CELLOPHANE WRAPPED. VENDOR TO PROVIDE MOON PIES, BANANA, 2 OZ, 96 PER CASE. AS PER MY BID 5846 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 5170	225.00	32.80000	7380.00
		CASE		
1	1000.10.90.9000.9000.9000.0000.0000.42140.			7380.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001859-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor
 TOOMEYS MARDI GRAS CANDY CO INC
 755-A MCRAE AVE

MOBILE, AL 36606

Tel#251-450-5012
 Fax 251-450-5078

Ship To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644
 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG

Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			
003	BEADS, 48" (MARDI GRAS THROWS), 48" X 18MM BEADS, ROUND, PURPLE, GOLD, & GREEN, 6 DOZEN PER CASE. AS PER MY BID 5846 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18284	80.00 CASE	53.55000	4284.00
1	1000.10.90.9000.9000.9000.0000.0000.42140.			4284.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001859-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor TOOMEYS MARDI GRAS CANDY CO INC 755-A MCRAE AVE MOBILE, AL 36606 Tel#251-450-5012 Fax 251-450-5078	Ship To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	130871				CITY CLERK

LN Description / Account	Qty	Unit Price	Net Price
Ship To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			

Requisition Link

Requisition Total	19044.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.42140.	19044.00	8299402.66
CITY HALL OVERHEAD EXP		
MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	11/15/24	SCOTT PROVINCE	Auto approved by: 910519237
Approved	11/15/24	DONNA BRYARS	
Approved	11/15/24	CODY SCOTT	Auto approved by: 910519237
Approved	11/15/24	JESSICA CATES	Auto approved by: 910519237
Approved	11/15/24	CYNTHIA TOWNER	Auto approved by: 910519237

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001859-00 FY 2025 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 5
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Delivery Reference
 TIERENEY LEVERETTE

Deliver To
 CITY CLERK
 205 GOVERNMENT STREET
 9TH FLR S TOWER ROOM 908
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/06/24	130871				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
Approved	11/27/24 DONALD ROSE	Auto approved by:	910518227	
Approved	11/27/24 SANDRA LEWIS			
Approved	11/27/24 STEVEN KRONINGER	Auto approved by:	910518227	
Approved	11/27/24 SAMANTHA COOLEY	Auto approved by:	910518227	
Approved	11/27/24 LONELL HARRIS	Auto approved by:	910518227	
Approved	11/27/24 ANNE FOLEY	Auto approved by:	910518227	
Approved	11/27/24 JOHN PAINE	Auto approved by:	910518227	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

Donna Bryars, Comptroller

Scott Collins, Executive Director of Finance

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To reallocate capital project funding for projects identified in the 12 To Go 2025 Capital Plan.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. CAPITAL RESOLUTION - Reallocation of Funds Identified in 2025 Capital Plan

REVIEWERS:

Vilater Green

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following transfers be made from capital project funding for the projects identified in the 12 To Go 2025 Capital Plan.

- **MPD Mounted Unit Grand Bay Upgrades (Munis # C0968):**

Re-Allocate \$70,000 from FY MPD Motor Pool (Munis # MP1530) to C0968.

- **MPD Headquarters – Upgrades (Munis # C0100):**

Re-Allocate \$200,000 from Police Headquarters – Windows (Munis # C0628) to # C0100.

Re-Allocate \$300,000 from K9 Training Facility (Munis # C0631) to # C0100.

Re-Allocate \$560,000 from FY 2025 MPD Motor Pool (Munis # MP1530) to # C0100.

- **MPD 3rd Precinct – Emergency Generator (Munis # F365-001):**

Re-Allocate \$70,000 from FY 2025 MPD Motor Pool (Munis # MP1530) to # F365-001.

- **MFRD Fire Station 3 (Central) – Window (Munis # C0355):**

Re-Allocate \$556,000 from Capital Transfers to Munis # C0355.

- **MFRD Fire Station 3 (Central) – HVAC (Munis # F324-001):**

Re-Allocate \$25,500 from Fire Station 3 Mechanical Improvements (Munis # C0553) to # F324-001.

Re-Allocate \$844,000 from Capital Transfers In to # F324-001.

- **MFRD Fire Station 19 (McCosker) New Station (Munis # C0915):**

Re-Allocate \$1,500,000 from CIP Fire Station 19 New Construction (Munis # C1020) to C0915.

Re-Allocate \$2,100,000 from Public Safety Training Center (Munis # C0474) to C0915.

- **MFRD Fire Station 14 (Toulminville) Land Acquisition (Munis # C0876)**

Re-Allocate \$160,000 from Capital Transfers to # C0876.

- **Animal Services (Munis # C0718):**

Re-Allocate \$400,000 from Capital Transfers to # C0718.

Re-Allocate \$44,000 from Civic Center Maintenance (Munis # C0040) to # C0718.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the transfer of \$500,000.00 from project G-OGMMATCH Grant Match Holding Account to capital project C0538 CIP Parks-Taylor Park Ctr & Pool Upg to consolidate funding source for Taylor Park

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Transfer of Funds - C0538 Transfer Taylor Park
2. Joint Budget Transfer Request Form C0538 (1)

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$500,000.00 be transferred from project G-OGMMATCH GRANT MATCH HOLDING ACCOUNT (50005000.94050) to capital project C0538 (20002000.93150) CIP PARKS-TAYLOR CTR & POOL UPG. These funds will be reallocated to one consolidated funding source for Taylor Park.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Grants Management DEPT. 2590

DATE OF REQUEST: 12/2/2024

JOINT BUDGET TRANSFER: ☒ (from one fund to another)

DISTRICT#: 3

REQUEST: Please transfer \$ 500,000.00

FROM CAPITAL PROJECT#: G-OGMMATCH

CAPITAL PROJECT NAME: GRANT MATCH HOLDING ACCOUNT

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0538

PROJECT NAME: PARKS- TAYLOR CTR & POOL UPG

DEPT. PROJECT#: _____

Employee signature


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

FY 2025 budget amendments:

General Fund - Increase Interest Earned on Idle Funds by \$1,058,000

General Fund - Increase Interest Earned on Investments by \$1,058,000

General Fund - Increase Transfers Out to Capital by \$2,116,000

Capital Fund – Increase Transfers in From General Fund by \$2,116,000

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution FY 2025 Budget Amendments

REVIEWERS:

Vilater Green

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, an amendment to the 2025 General Fund Budget as described below is hereby proposed.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the 2025 General Fund Budget for the City of Mobile is adjusted to include additional appropriations as follows:

- General Fund – Increase Interest Earned on Idle Funds by \$1,058,000.
- General Fund – Increase Interest Earned on Investments by \$1,058,000.
- General Fund – Increase Transfers Out to Capital by \$2,116,000.
- Capital Fund – Increase Transfers in From General Fund by \$2,116,000.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Attached



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Nicholas Amberger

Sponsored by:

William Carroll, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Change Order No. 2 with Sabre Demolition Corporation for CIVIC CENTER NEW CONST & DEMO, Increase: Volkert recommends approval of the attached Change Order 02 to Sabre Demolition Contract 5505. This change order is to provide additional funding to the Contract for Contract Allowance overruns to the Mosaic Mural Removal Allowance and the Contract Contingency Allowance. The approved work listed below increases the Contract value by \$1,344,375.50. Thirteen (13) calendar days will be added to the Period of Performance and will extend the Substantial Completion Date by the same thirteen (13) calendar days, under this change order.

Amount of Contract:

\$ 1,344,375.50.

Funding Source

2000.2000.48010-Pending approval of funds transfer Resolution#09-1182

ATTACHMENTS:

1. CO2 Sabre Council Pkt
2. Sabre Contract 7.30.24
3. Sabre Contract Res 7.30.24
4. CO1 Sabre-12.5.24 SIGNED

REVIEWERS:

Stacey Howard
Carleen Stout
Nicholas Amberger

Brenda Rhodes
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order 02 to Contract 5055, 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. Whereby, the sum of One Million Three Hundred Forty-Four Thousand Three Hundred Seventy-Five Dollars and Fifty Cents (\$ 1,344,375.50) shall be added to the original contract amount of Four Million Three Hundred Sixty-Seven Thousand Dollars and Zero Cents (\$ 4,367,000.00), with the new Agreement sum to be Five Million Seven Hundred Eleven Thousand Three Hundred Seventy-Five Dollars and Fifty Cents (\$ 5,711,375.50), approval upon pending transfer, Resolution no. 09-1182. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	SABRE DEMOLITION CORPORATION
Project Name:	CIVIC CENTER NEW CONST & DEMO – C0976
Project Number:	CC-034D-22
Amount:	\$ 1,344,375.50 (ADDITIONAL AMOUNT)

Adopted:

City Clerk

CHANGE ORDER REQUEST FORM

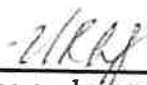
CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Real Estate DEPT. 3038DATE OF REQUEST: 11/21/24CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)VENDOR NAME: Sabre Demolition CorporationDISTRICT#: 2DEPT. PROJECT#: CC-034D-22REQUEST: Please Add \$ 1,344,375.50 from Capital Project#/Title:C0976 - CIVIC CENTER NEW CONST & DEMOto contract# 5055Total amount of Change Order: \$ 1,344,375.50Current contract amount: \$ 4,367,000.00Revised contract amount: \$ 5,711,375.50

Comments: Volkert recommends approval of the attached Change Order 02 to Sabre Demolition
Contract 5505. This change order is to provide additional funding to the Contract for
Contract Allowance overruns to the Mosaic Mural Removal Allowance and the Contract
Contingency Allowance. The approved work listed below increases the Contract value
by \$ 1,344,375.50. Thirteen (13) calendar days will be added to the Period of
Performance and will extend the Substantial Completion Date by the same thirteen
(13)calendar days, under this change order.

Rhonda Lewis

Employee signature


Approval signature



JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: Civic Center New Const & Demo
PROJECT LOCATION: 401 Civic Center Dr., Mobile AL 36602
PROJECT #: CC-034D-22
CAPITAL PROJECT #: C0976
EXPENDITURE #: 20002000-48010
CONTRACT #: 5055
VENDOR # AND NAME: 299223 – SABRE DEMOLITION CORPORATION

The attached Change Order Number Two (2) to contract with SABRE DEMOLITION CORPORATION dated **July 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, allowances, etc.
- ☒ 5. See attached Letter and change order.
- ☐ 6. Other:

REMARKS: Volkert recommends approval of the attached Change Order 02 to Sabre Demolition Contract 5505. This change order is to provide additional funding to the Contract for Contract Allowance overruns to the Mosaic Mural Removal Allowance and the Contract Contingency Allowance. The approved work listed below increases the Contract value by \$ 1,344,375.50. Thirteen (13) calendar days will be added to the Period of Performance and will extend the Substantial Completion Date by the same thirteen (13) calendar days, under this change order.

Carleen Stout-Clark, Deputy Director
Real Estate Asset Management



Nick Amberger, Executive Director, Engineering and Infrastructure

November 26, 2024

Subject: Recommendation for Approval of Change Order 02 to Sabre Demolition Contract 5055.

Volkert recommends approval of the attached Change Order 02 to Sabre Demolition Contract 5505. This change order is to provide additional funding to the Contract for Contract Allowance overruns to the Mosaic Mural Removal Allowance and the Contract Contingency Allowance. The approved work listed below increases the Contract value by \$1,344,375.50 and will require a Resolution for City Council approval.

This Change Order 02 will add thirteen (13) calendar days to the Period of Performance and extend the Substantial Completion Date by the same thirteen (13) calendar days.

The Schedule of Value (SOV) items A1.8, A1.9, A2.5, A2.6, and A2.7, detailed below, have been reviewed and determined to be fair and reasonable by the Architect and Program Manager.

SOV Item A1.8 is to relocate the Murals from the Arena lobby to the Expo Hall and prepare them for storage. Due to the accelerated demolition schedule the Contractor and Historic Preservationist were not able to complete the mural removal and relocation prior to the start of demolition. This resulted in the need for temporary climate control as detailed and approved in Contract Change Order 01. Selective demolition was required to isolate the arena lobby and murals from the other sections of the Civic Center so demolition could proceed on the other sections of the Civic Center. A substantial amount of hand demolition was required around the murals to assess the structural connection without damaging the murals and to develop the removal plan and design. These activities reduced the allowance for the mural removal and thus did not allow enough funding to relocate the murals to the Expo Hall after removing them from the structure.

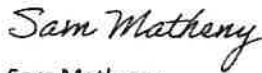
SOV Item A1.9 is for additional selective demolition around the murals for the removal supports, bracing, and equipment; construction of temporary walls in the Expo Hall for the mural storage; and for electrical service over the approximate 18 months the murals will be stored in the Expo Hall. The value listed in the change order for the SOV Item includes the Contractor's estimated cost (see backup documentation) for the select demolition and construction of the temporary walls. A 20% contingency has been added to the Contractor's estimate and an allowance added for the 18 months of electrical service.

SOV Item A2.5 is for the abatement of additional non-friable asbestos containing materials encountered during demolition of the Theater HVAC ductwork. The Contractor provided a unit rate cost of \$202.06 per ton (see backup documentation) to remove and dispose of the ACM material. The tonnage has been quantified and the Contractor will be compensated for 404.49 tons at the unit rate price.

SOV Item A2.6 is for the removal of ceilings to expose non-friable asbestos containing HVAC ductwork for removal and legal disposal. The original bid documents did not identify the asbestos containing HVAC ductwork. To avoid cross contaminating other demolition debris the Contractor's means and methods had to change from mass demolition with large equipment, to segregating the non-friable asbestos containing material (ACM) by hand and with small equipment. The change in means and methods resulted in additional cost, however, this cost is substantially less than the cost would have been to dispose of all demolition debris as non-friable ACM had it been cross contaminated.

SOV Item A2.7 is for the abatement of additional non-friable asbestos containing materials encountered during demolition of the Arena bump out structures. The Contractor provided a unit rate cost of \$154.06 per ton (included in the backup documentation) to remove and dispose of the ACM material. The value listed in the Change Order for the SOV Item includes the Contractor's estimated quantity of 2,800 tons plus a 20% contingency. The Contractor will be compensated for the actual quantity disposed as documented by manifests and weigh tickets at the disposal facility.

Sincerely,



Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

VOLKERT

CITY OF MOBILE

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



PROJECT NAME: Mobile Civic Center, Theater,
and Expo Hall Demolition
PROJECT ADDRESS: 401 Civic Center Drive

CHANGE ORDER NO.: 02

DATE: November 26, 2024

CONTRACTOR: Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

PROJECT NO.: CC-034D-22
CONTRACT DATE: July 30, 2024
CONTRACT NO.: 5055

THE CONTRACT IS CHANGED AS FOLLOWS: To provide additional funding to the Contract for Contract Allowance overruns for the Mosaic Mural Removal and for abatement of additional non-friable asbestos containing materials in excess of the original Contract quantities. The approved work listed below increases the Contract value by \$1,344,375.50.

Thirteen (13) calendar days will be added to the Period of Performance under this Change Order.

SOV LINE ITEM	DESCRIPTION	AMOUNT
A1.8	Mural Relocation to Expo Hall and preparation for storage	\$ 501,827.72
A1.9	Expo. Hall Storage Temp. Wall Construction/Hand Demolition	\$ 212,879.98
	SUBTOTAL - MURAL REMOVAL ALLOWANCE OVERRUN	\$ 714,707.70
A2.5	Additional non-friable asbestos abatement Theater Ductwork	\$ 81,731.25
A2.6	Additional NF ACM Duct Access/Removal	\$ 30,882.65
A2.7	Additional NF ACM Mastic Removal - bumpout structures	\$ 517,641.60
	SUBTOTAL - CONTINGENCY ALLOWANCE OVERRUN	\$ 630,255.50
	BALANCE OF REMAINING CONTRACT ALLOWANCES	\$ (587.70)
	TOTAL CONTRACT ALLOWANCE OVERRUN/ADDITIONAL FUNDING REQUIRED	\$ 1,344,375.50

Original Contract Sum	\$ 4,367,000.00
Net change by previously authorized Change Orders	\$ 0.00
Contract Sum prior to this Change Order	\$ 4,367,000.00
Net Contract change by this change order	\$ 1,344,375.50
New Contract Sum including this Change Order	\$ 5,711,375.50

The Contract Substantial Completion date is extended by
Thirteen (13) calendar days.

CITY OF MOBILE
P. O. Box 1827
Mobile, AL 36633-1827



NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GOODWYN MILLS CANNON
ARCHITECT:

George Keith Parker
SIGNATURE

GEORGE KEITH PARKER, SR. ARCHITECT
(Printed Name/Title)

11/21/24
DATE:

Sabre Demolition Corporation
CONTRACTOR:

Matthew Nixon
SIGNATURE

Matthew Nixon - President
(Printed Name/Title)

11/21/24
DATE

SIGNATURE

WILLIAM S. STIMPSON, MAYOR (OWNER)

DATE

ATTEST:

CITY CLERK

CUSTOMER: CIT OF MOBILE

DATE : 10-09-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ICC & ERM MOSAIC REMOVAL,
TRANSPORT, AND STAGINGPROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV LINE ITEM A1.8

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 110.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 155.55	\$ -
	0.0	OT HRS	\$ 199.19	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 167.89	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 145.59	\$ -
	0.0	OT HRS	\$ 182.95	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 119.14	\$ -
	0.0	OT HRS	\$ 149.94	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 110.20	\$ -
	0.0	OT HRS	\$ 140.15	\$ -
FOREMAN	0.0	REG HRS	\$ 129.44	\$ -
	0.0	OT HRS	\$ 162.95	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 129.44	\$ -
	0.0	OT HRS	\$ 162.95	\$ -
TOTAL LABOR	0.0			\$ -
DAILY EXPENSES				
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				\$ -
EQUIPMENT/RENTALS				
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/350 HIGH REACH EXCAVATOR	0	0		\$ -
CAT 340 EXCAVATOR	0	0		\$ -
CAT 330 EXCAVATOR	0	0		\$ -
CAT 350 LOADER	0	0		\$ -
SKIDSTEER	0	0		\$ -
DUST BOSS	0	0		\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0		\$ -
GRAPPLE ATTACHMENT	0	0		\$ -
SHEAR ATTACHMENT	0	0		\$ -
MULTI-PROCESSOR ATTACHMENT	0	0		\$ -
PULVERIZER ATTACHMENT	0	0		\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				\$ -
MATERIALS				
NONE				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				\$ -
TRANSPORTATION & DISPOSALS				
NONE				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
ICC COMMONWEALTH	1	LS	\$ 456,207.02	\$ 456,207.02
TOTAL SUBCONTRACTORS				\$ 456,207.02
SUB-TOTAL DIRECT COSTS				\$ 456,207.02
ADDITIONAL COSTS				
ADDED P&P BIDDING (INCLUDED IN ICC)	1	PERCENT	0	\$ -
TOTAL COST:				\$ 456,207.02
GRAND TOTAL W/O&P:				\$ 501,827.72

CUSTOMER: CITY OF MOBILE
 AUTHORIZATION: VOLKERT
 PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
 PROPOSED ACTION: HAND SEPARATIONS
 PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
 SABRE JOB NO.: 2024-03

DATE: WE 11-0K-2324



SOV LINE ITEM A1.9

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEADLINE (ON-SITE)	0.0	REG HRS	\$ 127.51	\$ -
	0.0	OT HRS	\$ 152.35	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 127.51	\$ -
	0.0	OT HRS	\$ 152.35	\$ -
LABORER (ON-SITE)	640.0	REG HRS	\$ 103.09	\$ 64,195.60
	0.0	OT HRS	\$ 131.35	\$ -
OPERATOR (ON-SITE)	40.0	REG HRS	\$ 131.31	\$ 5,372.40
	0.0	OT HRS	\$ 162.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	160.0	REG HRS	\$ 145.89	\$ 23,342.80
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 119.14	\$ -
	0.0	OT HRS	\$ 149.34	\$ -
FOREMAN	160.0	REG HRS	\$ 110.23	\$ 17,536.80
	2.0	OT HRS	\$ 142.14	\$ -
BURNER/RIGGER (ON-SITE)	3.0	REG HRS	\$ 129.44	\$ -
	2.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	1000.0			110,535.60
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PER DIEM	125	MAN DAY	\$ 210.00	\$ 26,250.00
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				26,250.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/332 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	2	DAY	\$ 1,611.11	\$ 3,222.22
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 450 LOADER	0		\$ -	\$ -
TRUCK (RENTAL UNIT)	4	WEEK	\$ 2,356.50	\$ 9,426.00
DOIT BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZER ATTACHMENT	0		\$ -	\$ -
40-FOOT SCISSOR LIFT	0		\$ -	\$ -
40-FOOT BOOM LIFT	4	WEEK	\$ 1,138.50	\$ 4,554.00
40-FOOT BOOM LIFT MORE AND FEES	0		\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				16,010.22
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 152,795.82
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	1	\$ 1,055.92
TOTAL COST:				\$ 155,851.74
GRAND TOTAL W/O&P:				\$ 156,733.32

CUSTOMER: CIT OF MOBILE

DATE : 09/11/2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO

PROPOSED ACTION: ACM IN-PLACE DEMOLITION & SEGREGATION UNIT RATE

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL



SABRE JOB NO.: 2024-05

SOV LINE ITEM A2.5

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
400000 - LABOR (ON-SITE)	1.0	REG MRS	\$ 112.23	\$ 112.23
400000 - LABOR (ON-SITE)	1.0	REG MRS	\$ 112.23	\$ 112.23
400000 - LABOR (ON-SITE)	1.0	REG MRS	\$ 112.23	\$ 112.23
LABORER (ON-SITE)	1.0	REG MRS	\$ 112.23	\$ 112.23
LABORER (ON-SITE)	1.0	REG MRS	\$ 112.23	\$ 112.23
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	1.0	REG MRS	\$ 112.23	\$ 112.23
PROJECT MANAGER (ON-SITE/OFF-SITE)	1.0	REG MRS	\$ 112.23	\$ 112.23
FOSTERMAN	1.0	REG MRS	\$ 112.23	\$ 112.23
BURNER/RIGGER (ON-SITE)	1.0	REG MRS	\$ 112.23	\$ 112.23
TOTAL LABOR	1.0			112.23
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERIOD	0.25	MAN DAY	\$ 210.00	\$ 52.50
TOTAL DAILY EXPENSES				52.50
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 375 EXCAVATOR	1	1	\$ 481.48	\$ 481.48
CAT 340 EXCAVATOR	1	1	\$ 481.48	\$ 481.48
CAT 335 EXCAVATOR	1	1	\$ 481.48	\$ 481.48
CAT 335 EXCAVATOR	1	1	\$ 481.48	\$ 481.48
CAT 350 LOADER	1	1	\$ 481.48	\$ 481.48
SKIDSTEER	1	1	\$ 481.48	\$ 481.48
DUST BOSS	1	1	\$ 481.48	\$ 481.48
HYDRAULIC HAMMER ATTACHMENT	1	1	\$ 157.41	\$ 157.41
GRAPPLE ATTACHMENT	1	1	\$ 157.41	\$ 157.41
SHOAR ATTACHMENT	1	1	\$ 157.41	\$ 157.41
MULTI-PROCESSOR ATTACHMENT	1	1	\$ 157.41	\$ 157.41
PULVERIZER ATTACHMENT	1	1	\$ 157.41	\$ 157.41
TOTAL EQUIPMENT/RENTALS				638.89
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
SITE SERVICES EXTENSION (PER HOUR)	1	Hour	\$ 198.50	\$ 198.50
TOTAL MATERIALS				198.50
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
RF ASBESTOS DISPOSAL (CHASTANG LANDFILL)	15	Tons	\$ 70.00	\$ 1,050.00
TRANSPORTATION OF RF ACM TO CHASTANG	2.5	Hours	\$ 200.00	\$ 500.00
CRUSHED GARBAGE RIF W/RECYCLED TRANSPORTATION	1.0	Hours	\$ 175.00	\$ 175.00
CRUSHED GARBAGE RIF W/RECYCLED TRANSPORTATION	1.0	Hours	\$ 175.00	\$ 175.00
TOTAL T&D				1,800.00
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
G.S.C. OVERSIGHT SUPERINTENDENT (10-HR DAY)	1	Hour	\$ 137.50	\$ 137.50
TOTAL SUBCONTRACTORS				137.50
SUB-TOTAL DIRECT COSTS				2,749.49
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BIDDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 54.99
TOTAL COST PER LOAD:				\$ 2,804.48
GRAND TOTAL PER LOAD W/O&P:				\$ 3,030.89
GRAND TOTAL PER TON W/O&P:				\$ 202.06

CUSTOMER: CITY OF MOBILE

DATES : WE 11-3-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO

PROPOSED ACTION: ARENA STRIPPING, ACK DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-95

SOV LINE ITEM A2.6



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 113.00	\$ -
	0.0	OT HRS	\$ 177.75	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 121.91	\$ -
	0.0	OT HRS	\$ 182.86	\$ -
LABORER (ON-SITE)	19.0	REG HRS	\$ 100.29	\$ 1,905.51
	0.0	OT HRS	\$ 150.43	\$ -
OPERATOR (ON-SITE)	40.0	REG HRS	\$ 124.21	\$ 5,372.40
	0.0	OT HRS	\$ 186.31	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.99	\$ -
	0.0	OT HRS	\$ 197.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.04	\$ -
	0.0	OT HRS	\$ 149.94	\$ -
FOREMAN	24.0	REG HRS	\$ 110.23	\$ 2,645.52
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 105.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	144.0			16,041.12
DAILY EXPENSES				
MAN-DAY PERDIEM	13	MAN DAY	\$ 210.06	\$ 3,790.00
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				3,790.00
EQUIPMENT/RENTALS				
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/350 HIGH REACH EXCAVATOR	0	DAILY	\$ 2,988.99	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 335 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,054.50	\$ 2,054.50
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZER ATTACHMENT	0		\$ -	\$ -
MINI EXCAVATOR	1	WEEK	\$ 1,627.25	\$ 1,627.25
40-FOOT BOOM LIFT	1	WEEK	\$ 1,138.50	\$ 1,138.50
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				4,824.25
MATERIALS				
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
			\$ -	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 24,645.37
ADDITIONAL COSTS				
ADDED PIP BONDING (BASED ON SUB-TOTAL)	1	PERCENT	\$ 492.91	\$ 492.91
TOTAL COST:				\$ 25,138.28
GRAND TOTAL W/O&P:				\$ 25,212.37

CUSTOMER: CITY OF MOBILE

DATES : WE 11--2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

REQUESTED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV LINE ITEM A2.6



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEAVY LIFT/CRANE OPERATOR	0.0	REG HRS	\$ 110.00	-
HEAVY LIFT/CRANE OPERATOR	0.0	OT HRS	\$ 154.00	-
WELDING (ON-SITE)	0.0	REG HRS	\$ 100.00	-
WELDING (ON-SITE)	0.0	OT HRS	\$ 140.00	-
LABORER (ON-SITE)	32.0	REG HRS	\$ 100.00	3,200.00
LABORER (ON-SITE)	0.0	OT HRS	\$ 140.00	-
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 140.00	-
OPERATOR (ON-SITE)	0.0	OT HRS	\$ 196.00	-
SR. PROJECT MANAGER (ON-SITE/OT-SITE)	0.0	REG HRS	\$ 145.49	-
SR. PROJECT MANAGER (ON-SITE/OT-SITE)	0.0	OT HRS	\$ 197.76	-
PROJECT MANAGER (ON-SITE/OT-SITE)	0.0	REG HRS	\$ 110.00	-
PROJECT MANAGER (ON-SITE/OT-SITE)	0.0	OT HRS	\$ 149.00	-
FOREMAN	0.0	REG HRS	\$ 110.00	-
FOREMAN	0.0	OT HRS	\$ 140.00	-
SCAFFOLDER (ON-SITE)	0.0	REG HRS	\$ 100.00	-
SCAFFOLDER (ON-SITE)	0.0	OT HRS	\$ 140.00	-
TOTAL LABOR	32.0			3,200.00
DAILY EXPENSES				
MAN-ON-DEUT	0	MAN DAY	\$ 210.00	0
				0
				0
				0
TOTAL DAILY EXPENSES				0.00
EQUIPMENT/RENTALS				
CAT 374 EXCAVATOR	0			-
CAT 340/350 HIGH REACH EXCAVATOR	0			-
CAT 340 EXCAVATOR	0			-
CAT 336 EXCAVATOR	0			-
CAT 950 LOADER	0			-
SKIDSTEER (RENTAL UNIT)	0	DAILY	\$ 747.50	0
DOZE BOSS	0			-
HYDRAULIC HAMMER ATTACHMENT	0			-
GRAPPLE ATTACHMENT	0			-
SHEAR ATTACHMENT	0			-
MULTI-PROCESSOR ATTACHMENT	0			-
PULVERIZER ATTACHMENT	0			-
MINI EXCAVATOR	0			-
40-FOOT BOOM LIFT	0			-
40-FOOT SCISSOR LIFT	0			-
TOTAL EQUIPMENT/RENTALS				0.00
MATERIALS				
				0
				0
				0
				0
TOTAL MATERIALS				0.00
TRANSPORTATION & DISPOSALS				
				0
				0
				0
TOTAL T&D				0.00
SUBCONTRACTORS				
PIT & SINK TOWING LIFT SKIDSTEER TO UPPER LEVEL	0	EA	\$ 584.00	0
SSC ACM OVERSIGHT	0	HOURS	\$ 100.00	0
TOTAL SUBCONTRACTORS				0.00
SUB-TOTAL DIRECT COSTS				0.00
ADDITIONAL COSTS				
ADDED P&P BIDDING (BASED ON SUB-TOTAL)	1	PERCENT	0	110.00
TOTAL COST:				\$ 5,655.17
GRAND TOTAL W/O&P:				\$ 5,670.28

DATE	TBD
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SABRE
DEMOLITION

SOV LINE ITEM A2.7

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

TABLE 105 MD. 1024-05

REVISION 0

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AIA® Document A101® – 2017

ORIGINAL

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

AGREEMENT made as of the 30th day of July 2024

in the year 2024

(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)

Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

City of Mobile Business License Number: Pending Issuance
Secretary of State Registration Number: 47160

for the following Project:

(Name, location and detailed description)

Mobile Civic Center, Theater, and Expo Hall Demolition
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034D-22

The Architect:

(Name, legal status, address and other information)

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(1785615461)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

☒ 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:

☒ Not later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

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§ 3.3.3 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.

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 00/100 Dollars (\$ 0.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$2,367,000.00
Mural Removal Allowance:	\$1,000,000.00
Contingency Allowance:	\$1,000,000.00
Alternates	\$0.00
Total Bid:	\$4,367,000.00

§ 4.2 Alternates

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

Item	Price
NONE	\$0.00

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

(Row deleted)

Mural Removal Allowance:	One Million and 00/100 Dollars (\$1,000,000.00)
Contingency Allowance:	One Million and 00/100 Dollars (\$1,000,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or 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.)

(Table deleted)

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NO.	ITEM NAME	UNIT	UNIT PRICE
1	Mass Earth Excavation	CY	\$ 10.00
2	Trench Earth Excavation	CY	\$ 15.00
3	Hand Earth Excavation	CY	\$ 250.00
4	Topsoil	CY	\$ 45.00
5	General or Open Site Areas	CY	\$ 50.00
6	Trench Backfill	CY	\$ 42.00
7	Select Fill	CY	\$ 42.00
8	Sod	SY	\$ 2.75
9	Fine Grading	SY	\$ 1.20
10	Grading - Cut and Export	CY	\$ 25.00
11	Excavation and Disposal of Unsuitable Soils	CY	\$ 25.00
12	Seeding and Mulching	SY	\$ 1.50
13	Silt Fencing	LF	\$ 5.50
14	Temporary Construction Fencing	LF	\$ 12.50

§ 4.5 Liquidated damages:

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

One

A time charge equal to ~~Two~~ Thousand and 00/100 Dollars (\$1,000.00) per calendar day will be made against the Contractor for each calendar day following the date specified for the Substantial Completion of the Work continuing until the issuance of a Certificate of Substantial Completion by the Owner, 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.

Initial Change: 

(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.

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§ 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.

§ 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:

(Paragraph deleted)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two and one half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.2, 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.

(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.

§ 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

Init.

- .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 (Contractor) has completed the contract for 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.

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[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)

§ 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:

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Matt Dixon, President, Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

§ 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:

Init.

- .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 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.
- .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 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
- .4 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:

Init.

	Included or	X Not Applicable.
I.	Underground Hazard:	
	Included or	X Not Applicable.

- .5 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 |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |
- .6 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .7 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .8 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.
- .9 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.

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.

Init.

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.

§ 8.6

(Paragraphs deleted)

Indemnification:

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

§ 8.7 Other Provisions:

Contractor shall provide certificates of disposal or other appropriate form of documentation certifying that all demolition materials have been disposed of in accordance with all local, state, and federal laws and regulations. The Owner shall withhold final payment to Contractor until Owner receives acceptable documentation of material disposal from Contractor.

§ 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

Init.

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
- .2 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.

- .3 Drawings

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

- .4 Specifications

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

- .5 Addenda, if any:

Number	Date
1	June 10, 2024
2	June 24, 2024
3	June 27, 2024
4	July 8, 2024

(Paragraphs deleted)

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.

- .6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NONE			

§ 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.)

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

§ 9.2.2 Best Management Practices (BMPs):

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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 Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water 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.

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

City of Mobile

Legal Name of Party to Contract: Sabre Demolition Corporation

Contractor: Sabre Demolition Corporation

W. Stimpson
OWNER (Signature)

Matt Dixon
CONTRACTOR (By Signature)

William S. Stimpson, Mayor

Matt Dixon

(President)

(Rows deleted)

(Printed name and title)

(Printed name and title)

ATTEST:

Lana Payenbach

ASSISTANT City Clerk



STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared

Matt Dixon as President of Sabre Demolition Corporation, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 18th day of July, 20 24.

Michelle M. Hodgson

NOTARY PUBLIC

My Commission Expires: 03/29/2026

MICHELE M. HODGSON
NOTARY PUBLIC - STATE OF NEW YORK
No. 01HO6219480
Qualified in Cayuga County
My Commission Expires 03-29-20 26

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

Mobile Civic Center, Theater, and Expo Hall Demolition
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034A-22

THE OWNER:

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

THE ARCHITECT:

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

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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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual**, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

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§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall

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promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Program Manager, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses

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foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Program Manager, or is otherwise objectionable, shall at the written request by the Program Manager, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again on any portion of the Work without the written consent of the Program Manager.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Owner may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. Certification of compliance with this requirement shall be made for all persons involved in the Work by the Contractor's signing of the Contract.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all required City of Mobile permits without cost, and shall secure and pay for other permits, fees, licenses, and inspections by other agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or

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Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within ten (10) business days after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's

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construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp prior to submittal to the Architect.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect

of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or

for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor shall notify the Owner of any changes to the persons or entities proposed for each principal portion of the Work, as listed in the Contractor's Subcontracting plan submitted with Contractor's bid, prior to signing of the Contract. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed

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construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 There shall be attached to each Change Order, a signed statement from the Architect containing the following:
 - A. A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.
 - B. A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.
 - C. A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, an amount not to exceed (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented by the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.
2. The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment on the first of each month for Work performed through the 25th of the preceding month, in accordance with the accepted schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work, that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor

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deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

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- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 The Contractor shall request utility locates by all known utility owners. The Contractor shall be responsible for damage done to buried cables and other utilities by Contractor's equipment and personnel if Contractor fails to request locates or fails to maintain utility locates.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal or safe containment of such material or substance.

§ 10.3.3 PARAGRAPH NOT APPLICABLE TO DEMOLITION AND ABATEMENT CONTRACTS.

§ 10.3.4 The Owner shall not be responsible for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner may reimburse the Contractor for all reasonable cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

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Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance SECTION NOT USED BY CITY OF MOBILE

§11.5 Adjustment and Settlement of Insured Loss SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Alabama.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest SECTION NOT USED BY CITY OF MOBILE

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

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- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; and costs incurred by reason of the termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonably should have first recognized the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work giving rise to such claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. No claim for additional time shall be granted unless the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time; could not have been reasonably anticipated and the Contractor had taken reasonable efforts to minimize the impact; the adverse weather conditions occurred on or impacted a scheduled work day during regularly scheduled work hours; and the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless

Init.

otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall not be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending

Init.

mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: Sabre Demolition Corporation
Project Name: Civic Center New Const. & Demo
Project Number: CC-034D-22
Amount: \$ 4,367,000.00

Adopted: JUL 30 2024



City Clerk

CAPITAL CHANGE ORDER APPROVAL FORM

AGENDA NOT REQUIRED

NAME OF CONTRACT: Civic Center New Const & Demo

PROJECT LOCATION: 401 Civic Center Dr., Mobile, AL 36602

DEPARTMENT PROJECT NUMBER: CC-034D-23

CHANGE ORDER #: 1-contingency AMOUNT: \$1,999,412.30 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 5055

CAPITAL ACCOUNT: C0976

VENDOR #: 299223 VENDOR NAME: SABRE DEMOLITION CORPORATION

Prepared by: Rhonda Lewis Date: 11/20/2024

REVIEWED AND APPROVED BY:

Carleen Stout-Clark
11/20/2024 01:39 PM
carleen.stout@cityofmobile.org

Nick Amberger
11/21/2024 07:04 AM
nick.amberger@cityofmobile.org

Brenda Rhodes
11/21/2024 10:59 AM
brenda.rhodes@cityofmobile.org

Victoria Shoots
12/03/2024 11:54 AM
victoria.shoots@cityofmobile.org

Ricardo Woods
12/04/2024 03:58 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

November 12, 2024

Subject: Recommendation for Approval of Change Order 01 to Sabre Demolition Contract 5055.

Volkert recommends approval of the attached Change Order 01 to Sabre Demolition Contract 5505. This change order is to contractually document approved work to be invoiced against the Contract Mural Removal and Contingency Allowances. The cost of \$1,999,412.30 as detailed in Change Order 01 does not exceed the Contract Mural Removal and Contingency Allowances of \$2,000,000.00. This change order will not require an increase in the Contract value.

This Change Order 01 will add nine (9) calendar days to the Period of Performance and extend the Substantial Completion Date by the same nine (9) calendar days.

The below Schedule of Value (SOV) items A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A2.1, A2.2, A2.3, and A2.4 have been reviewed and determined to be fair and reasonable by the Architect and Program Manager.

SOV Item A1.1 is to install a protective cover system over the mosaic murals prior to the start of demolition around the murals as well as protect the murals during movement.

SOV Item A1.2, A1.3, and A1.4 are to provide temporary climate control in the existing Arena lobby to protect the murals from damage due to temperature and humidity for three months prior to their removal. Due to the overall demolition schedule for the Civic Center, demolition was required to start prior to removal of the murals. To start the demolition all utilities were required to be disconnected from the Civic Center which resulted in the need for temporary climate control in the existing Arena lobby. The temporary climate control costs are invoiced based on the actual rental equipment and fuel cost. Items A1.3 and A1.4 are currently estimated based on the actual cost incurred for Item A1.2.

SOV Item A1.5 is to install temporary power service for the Expo Hall auditorium. When the mosaic murals are removed from the existing Arena they will be moved to the Expo Hall auditorium for restoration, prepared for reinstallation, and stored until they are moved into the new Arena.

SOV Item A1.6 is for hand demolition around the mosaic murals to expose the support structure for the historic preservationist to assess the support structure and design the removal system. This item also includes construction of temporary walls for the temporary climate control in the existing Arena lobby.

SOV Item A1.7 is for the historic preservationist's cost to design and fabricate the mural removal and support system; remove the murals from the structure; and prepare them to be moved to the Expo Hall auditorium.

SOV Item A2.1 is for removal of miscellaneous debris, furniture, and stored surplus materials not removed from the Civic Center by the City during or following the property auctions. At the time of bid the quantity of these materials that would or not would be removed prior to contract award could not be quantified. Bidders were instructed to assume that all of these materials would be removed by the City. This ensured that all bids were comparable.

SOV Item A2.2 is for the removal of ceilings to expose non-friable asbestos containing HVAC ductwork for removal and legal disposal. The original bid documents did not identify the asbestos containing HVAC ductwork. To avoid cross contaminating other demolition debris the Contractor's means and methods had to change from mass demolition with large equipment, to segregating the non-friable asbestos containing material (ACM) by hand and with small equipment. The change in means and methods resulted in additional cost, however, this cost is substantially less than the cost would have been to dispose of all demolition debris as non-friable ACM had it been cross contaminated.

SOV Item A2.3 is for overtime labor premium differential to accelerate the theater demolition. During development of the new Arena design the Geotechnical Engineer determined that a soil surcharge would be required to compress the existing soil underneath the new Arena, in the area where the existing theater is located, to remove the risk of differential settlement under the new Arena floor slabs. The Geotechnical Engineer further determined that the soil surcharge would need to remain in place for a minimum of three months. To allow for three months of forced settlement, without extending the new Arena construction schedule, it is necessary to accelerate the theater demolition. Since the demolition is part of the Contract scope of work the additional cost is only for the ½ time labor premium associated with the overtime hours required to accelerate the demolition.

SOV Item A2.4 is to supply, place, and compact the surcharge soil to the lines and grade indicated in the surcharge grading plan. The cost of this item accounts for the approximate 20,000 cubic yards of soil being supplied by the City from the 1450 Montlimar Drive property. The Contractor will transport the City supplied material to the new Arena property. The surcharge material will become part of the permanent structural fill that would have been placed as part of the new Arena construction contract. The placement of this material is now being performed under the demolition contract to avoid a three month delay to the new Arena construction completion date.

Sincerely,



Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile



CITY OF MOBILE

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



PROJECT NAME: Mobile Civic Center, Theater,
and Expo Hall Demolition

PROJECT ADDRESS: 401 Civic Center Drive

CONTRACTOR: Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

CHANGE ORDER NO.: 01

DATE: November 12, 2024

PROJECT NO.: CC-034D-22

CONTRACT DATE: July 30, 2024

CONTRACT NO.: 5055

THE CONTRACT IS CHANGED AS FOLLOWS: To contractually document approved work to be invoiced against the Contract Mural Removal and Contingency Allowances. The approved work listed below does not increase the Contract value.

Nine (9) calendar days will be added to the Period of Performance under this Change Order.

SOV LINE ITEM	DESCRIPTION	AMOUNT
A1.1	Mural Protection	\$ 124,792.84
A1.2	Temporary Arena lobby HVAC initial month	\$ 65,043.56
A1.3	Temporary Arena lobby HVAC second month	\$ 65,000.00
A1.4	Temporary Arena lobby HVAC third month	\$ 65,000.00
A1.5	Installation of temp power for mural storage	\$ 49,126.85
A1.6	Expo. Hall Temp. Wall Construction/Separations	\$ 87,331.14
A1.7	Mural removal	\$ 566,777.60
	SUBTOTAL - MURAL REMOVAL ALLOWANCE	\$ 1,023,071.99
A2.1	Debris removal	\$ 109,943.95
A2.2	Non-friable ACM Duct Access/Removal	\$ 86,252.32
A2.3	Theater Demolition acceleration labor OT premium	\$ 26,143.33
A2.4	New Arena surcharge	\$ 754,000.71
	SUBTOTAL - CONTINGENCY ALLOWANCE	\$ 976,340.31
	TOTAL APPROVED ALLOWANCE WORK	\$ 1,999,412.30
	TOTAL CONTRACT ALLOWANCES	\$ 2,000,000.00
	REMAINING ALLOWANCES BALANCE	\$ 587.70

CITY OF MOBILE

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



Original Contract Sum	\$ 4,367,000.00
Net change by previously authorized Change Orders	\$ 0.00
Contract Sum prior to this Change Order	\$ 4,367,000.00
Net Contract change by this change order	\$ 0.00
New Contract Sum including this Change Order	\$ 4,367,000.00

The Contract Substantial Completion date is extended by
Nine (9) calendar days.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GOODWYN MILLS CAWOOD

ARCHITECT:

GEORGE KEITH PARKER

SIGNATURE

GEORGE KEITH PARKER, SR. ARCHITECT

(Printed Name/Title)

PROJ. MANAGER

11.14.24

DATE:

Sabre Demolition Corporation

CONTRACTOR:

Matthew Dixon

SIGNATURE

Matthew Dixon - President

(Printed Name/Title)

11/12/2024

DATE:

William S. Stimpson

William S. Stimpson
2024.12.05 09:07:16
-06'00'

SIGNATURE

WILLIAM S. STIMPSON, MAYOR (OWNER)

12/05/2024

DATE

ATTEST:

Lisa Lambert

12/05/2024

CITY CLERK

CUSTOMER: CIT OF MOBILE

DATE : 11-08-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ICC SITE RECON & RLA PROTECTION

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV LINE ITEM A1.1

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0	\$	\$ -
CAT 340 EXCAVATOR	0	0	\$	\$ -
CAT 336 EXCAVATOR	0	0	\$	\$ -
CAT 950 LOADER	0	0	\$	\$ -
SKIDSTEER	0	0	\$	\$ -
DUST BOSS	0	0	\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0	\$	\$ -
GRAPPLE ATTACHMENT	0	0	\$	\$ -
SHEAR ATTACHMENT	0	0	\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0	0	\$	\$ -
PULVERIZOR ATTACHMENT	0	0	\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTAION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ICC COMMONWEALTH	1	LS	\$ 108,515.52	\$ 108,515.52
TOTAL SUBCONTRACTORS			\$	108,515.52
SUB-TOTAL DIRECT COSTS			\$	108,515.52
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (INCLUDED IN ICC)	1	PERCENT	0%	\$ -
TOTAL COST:			\$	108,515.52
GRAND TOTAL W/O&P:			\$	124,792.84

CUSTOMER: CIT OF MOBILE

DATE : 9-6-24

AUTHORIZATION: VOLKERT, INC.

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: LOBBY TEMPORARY HVAC SYSTEM

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV LINE ITEMS A1.2, A1.3, A1.4

REVISION 2



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	24.0	REG HRS	\$ 100.29	\$ 2,406.96
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	4.0	REG HRS	\$ 145.88	\$ 583.52
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	4.0	REG HRS	\$ 110.23	\$ 440.92
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	32.0			3,431.40
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	5	MAN DAY	\$ 210.00	\$ 1,050.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				1,050.00
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0	\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0	\$	\$ -
CAT 340 EXCAVATOR	0	0	\$	\$ -
CAT 336 EXCAVATOR	0	0	\$	\$ -
CAT 950 LOADER	0	0	\$	\$ -
SKIDSTEER	0	0	\$	\$ -
DUST BOSS	0	0	\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0	\$	\$ -
GRAPPLE ATTACHMENT	0	0	\$	\$ -
SHEAR ATTACHMENT	0	0	\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0	0	\$	\$ -
PULVERIZOR ATTACHMENT	0	0	\$	\$ -
TELEHANDLER/LULL/FORKLIFT (RENTAL)	2	1	1132.00	\$ 2,264.00
MANLIFT (RENTAL)	1	1	906.07	\$ 906.07
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				3,170.07
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
PPE	5	MAN DAY	\$ 30.00	\$ 150.00
POLY	3	Per Roll	\$ 120.00	\$ 360.00
MISCELLANEOUS (DIESEL EXHAUST FLUID, HVAC FILTERS)	1	EA	\$ 434.77	\$ 434.77
				\$ -
				\$ -
TOTAL MATERIALS				944.77
TRANSPORTAION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
HVAC EQUIPMENT & GENERATOR MOBE/DEMOBE/RENTAL	22	Work Days	3472	\$ 76,375.20
				\$ -
				\$ -
TOTAL SUBCONTRACTORS				\$ 76,375.20
SUB-TOTAL DIRECT COSTS				\$ 84,971.44
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 1,699.43
TOTAL FIRST MONTH COST:				\$ 86,670.87
GRAND TOTAL FIRST MONTH COST W/O&P:				\$ 97,202.45
REDUCTION OF FIRST MONTH COSTS:				\$ 8,596.24
RECURRING MONTHLY COST (FOLLOWING FIRST MONTH):				\$ 88,606.21

THIS BACKUP SHEET IS THE ORIGINAL ESTIMATED COST FOR TEMPORARY HVAC. THE ACTUAL COST IS INVOICED BASED ON THE EQUIPMENT RENTAL EACH MONTH PLUS THE DIESEL FUEL FOR THE GENERATOR WHICH IS INVOICED AT MARKET PRICE FOR THE ACTUAL QUANTITY USED THE PREVIOUS MONTH. THE SOV LINE ITEM AMOUNTS DO NOT MATCH THIS BACKUP SHEET DUE TO THE FACT THEY ARE INVOICED BASED ON ACTUAL COST.

THE CHANGE ORDER AMOUNT FOR SOV ITEM A1.2 IS THE ACTUAL COST INVOICED FOR THE FIRST MONTH.

SOV ITEMS A1.3 AND A1.4 ARE ESTIMATED BASED ON THE A1.2 ACTUAL COST.

CUSTOMER: CIT OF MOBILE

DATE : 9-26-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: EXPO HVAC SERVICE (POLE, METER, TRANSFORMER, & BACKBOARD.

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A1.5

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0		\$ -
CAT 340 EXCAVATOR	0	0		\$ -
CAT 336 EXCAVATOR	0	0		\$ -
CAT 950 LOADER	0	0		\$ -
SKIDSTEER	0	0		\$ -
DUST BOSS	0	0		\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0		\$ -
GRAPPLE ATTACHMENT	0	0		\$ -
SHEAR ATTACHMENT	0	0		\$ -
MULTI-PROCESSOR ATTACHMENT	0	0		\$ -
PULVERIZOR ATTACHMENT	0	0		\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTAION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
BAGBY & RUSSEL FEED INSTALLATION	1	LS	\$ 42,719.00	\$ 42,719.00
TOTAL SUBCONTRACTORS				\$ 42,719.00
SUB-TOTAL DIRECT COSTS				\$ 42,719.00
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 854.38
TOTAL COST:				\$ 43,573.38
GRAND TOTAL W/O&P:				\$ 49,126.85

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION BUILDING SEPARATION
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-13-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	16.0	REG HRS	\$ 100.29	\$ 1,604.64
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	3.0	REG HRS	\$ 134.31	\$ 402.93
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	4.0	REG HRS	\$ 145.88	\$ 583.52
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	23.0			2,591.09
DAILY EXPENSES				
MAN-DAY PERDIEM	4	MAN DAY	\$ 210.00	\$ 840.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				840.00
EQUIPMENT/RENTALS				
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	1	DAY	\$ 747.50	\$ 747.50
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
40-FOOT SCISSOR LIFT	1	DAY	\$ 425.50	\$ 425.50
40-FOOT BOOM LIFT	1	DAY	\$ 494.50	\$ 494.50
40-FOOT BOOM LIFT MOBE AND FEES	1	EA	\$ 325.99	\$ 325.99
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				1,993.49
MATERIALS				
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				-
SUBCONTRACTORS				
			\$ -	\$ -
TOTAL SUBCONTRACTORS				-
SUB-TOTAL DIRECT COSTS				\$ 5,424.58
ADDITIONAL COSTS				
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 108.49
TOTAL COST:				\$ 5,533.07
GRAND TOTAL W/O&P:				\$ 5,550.58

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: LOBBY SEPARATIONS FOR CURTAIN WALL
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-20-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	24.0	REG HRS	\$ 120.51	\$ 2,892.24
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	40.0	REG HRS	\$ 100.29	\$ 4,011.60
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	24.0	REG HRS	\$ 134.31	\$ 3,223.44
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	16.0	REG HRS	\$ 145.88	\$ 2,334.08
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	16.0	REG HRS	\$ 110.23	\$ 1,763.68
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	120.0			14,225.04
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	16	MAN DAY	\$ 210.00	\$ 3,360.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				3,360.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	2	DAY	\$ 747.50	\$ 1,495.00
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0	DAY	\$ 425.50	\$ -
40-FOOT BOOM LIFT	1	WEEK	\$ 598.00	\$ 598.00
MINI EXCAVATOR	2	DAY	\$ 678.50	\$ 1,357.00
MINI EXCAVATOR MOBE & FEES	1	EA	\$ 245.01	\$ 245.01
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				3,695.01
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	21,280.05
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 425.60
TOTAL COST:			\$	21,705.65
GRAND TOTAL W/O&P:			\$	21,784.05

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION SEPARATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-25-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	24.0	REG HRS	\$ 100.29	\$ 2,406.96
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	8.0	REG HRS	\$ 134.31	\$ 1,074.48
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	8.0	REG HRS	\$ 110.23	\$ 881.84
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	40.0			4,363.28
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	5	MAN DAY	\$ 210.00	\$ 1,050.00
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				1,050.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	1	DAILY	\$ 747.50	\$ 747.50
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	1	DAILY	\$ 425.50	\$ 425.50
40-FOOT BOOM LIFT	1	DAILY	\$ 494.50	\$ 494.50
MINI EXCAVATOR			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				1,667.50
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
LOBBY CURTAIN SUPPLIES 9-07	1	LUMP SUM	\$ 769.33	\$ 769.33
LOBBY CURTAIN SUPPLIES 9-24	1	LUMP SUM	\$ 544.38	\$ 544.38
			\$	\$ -
TOTAL T&D				\$ 1,313.70
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 8,394.48
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 167.89
TOTAL COST:				\$ 8,562.37
GRAND TOTAL W/O&P:				\$ 8,749.04

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION HALL SEPARATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-06-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	16.0	REG HRS	\$ 100.29	\$ 1,604.64
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	16.0	REG HRS	\$ 134.31	\$ 2,148.96
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	32.0			3,753.60
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	4	MAN DAY	\$ 210.00	\$ 840.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				840.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	2	DAY	\$ 747.50	\$ 1,495.00
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	2	DAY	\$ 494.50	\$ 989.00
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				2,484.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
BLADES AND ROOF SEALER	1	LS	\$ 144.72	\$ 144.72
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				144.72
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	7,222.32
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 144.45
TOTAL COST:				\$ 7,366.77
GRAND TOTAL W/O&P:				\$ 7,370.03

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION HALL SEPARATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-13-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	24.0	REG HRS	\$ 100.29	\$ 2,406.96
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	36.0	REG HRS	\$ 134.31	\$ 4,835.16
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	24.0	REG HRS	\$ 110.23	\$ 2,645.52
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	84.0			9,887.64
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	10	MAN DAY	\$ 210.00	\$ 2,100.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				2,100.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$ -	\$ -
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
40-FOOT SCISSOR LIFT	0		\$ -	\$ -
40-FOOT BOOM LIFT	1	WEEK	\$ 1,138.50	\$ 1,138.50
40-FOOT BOOM LIFT MOBE AND FEES	0		\$ -	\$ -
MINI-EXCAVATOR	2	DAY	\$ 678.50	\$ 1,357.00
TOTAL EQUIPMENT/RENTALS				2,495.50
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ROOFING PATCH	1	LS	\$ 35.16	\$ 35.16
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				35.16
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D			\$ -	\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS			\$ -	\$ -
SUB-TOTAL DIRECT COSTS				\$ 14,518.30
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 290.37
TOTAL COST:				\$ 14,808.67
GRAND TOTAL W/O&P:				\$ 14,838.57

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION HALL SEPARATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-20-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	32.0	REG HRS	\$ 100.29	\$ 3,209.28
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	4.0	REG HRS	\$ 134.31	\$ 537.24
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	36.0			3,746.52
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	4	MAN DAY	\$ 210.00	\$ 840.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				840.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	2	DAY	\$ 747.50	\$ 1,495.00
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	2	DAY	\$ 494.50	\$ 989.00
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				2,484.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 7,070.52
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 141.41
TOTAL COST:				\$ 7,211.93
GRAND TOTAL W/O&P:				\$ 7,196.52

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION HALL SEPERATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-25-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	80.0	REG HRS	\$ 100.29	\$ 8,023.20
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	40.0	REG HRS	\$ 134.31	\$ 5,372.40
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	120.0			13,395.60
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	15	MAN DAY	\$ 210.00	\$ 3,150.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				3,150.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	1	WEEK	\$ 1,138.50	\$ 1,138.50
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
MINI EXCAVATOR	1	WEEK	\$ 1,627.25	\$ 1,627.25
TOTAL EQUIPMENT/RENTALS				4,824.25
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	21,369.85
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 427.40
TOTAL COST:			\$	21,797.25
GRAND TOTAL W/O&P:			\$	21,842.35

CUSTOMER: CIT OF MOBILE

DATE : 10-09-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ICC & EHM MOSAIC REMOVAL,
TRANSPORT, AND STAGINGPROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV ITEM A1.7

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0	\$	\$ -
CAT 340 EXCAVATOR	0	0	\$	\$ -
CAT 336 EXCAVATOR	0	0	\$	\$ -
CAT 950 LOADER	0	0	\$	\$ -
SKIDSTEER	0	0	\$	\$ -
DUST BOSS	0	0	\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0	\$	\$ -
GRAPPLE ATTACHMENT	0	0	\$	\$ -
SHEAR ATTACHMENT	0	0	\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0	0	\$	\$ -
PULVERIZOR ATTACHMENT	0	0	\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTAION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ICC COMMONWEALTH	1	LS	\$ 515,252.36	\$ 515,252.36
TOTAL SUBCONTRACTORS			\$	515,252.36
SUB-TOTAL DIRECT COSTS			\$	515,252.36
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (INCLUDED IN ICC)	1	PERCENT	0%	\$ -
TOTAL COST:			\$	515,252.36
GRAND TOTAL W/O&P:			\$	566,777.60

CUSTOMER: CITY OF MOBILE

DATES : WE 08-30-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: REMOVAL OF LOOSE DEBRIS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.1



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	175.0	REG HRS	\$ 100.29	\$ 17,550.75
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	28.0	REG HRS	\$ 134.31	\$ 3,760.68
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	61.0	REG HRS	\$ 145.88	\$ 8,898.68
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	40.0	REG HRS	\$ 110.23	\$ 4,409.20
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	304.0			34,619.31
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	31	MAN DAY	\$ 210.00	\$ 6,510.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				6,510.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	4	HOURLY	\$ 481.48	\$ 1,925.93
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	1.5	DAY	\$ 888.89	\$ 1,333.33
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,518.78	\$ 2,518.78
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				5,778.04
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 46,907.35
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 938.15
TOTAL COST:				\$ 47,845.49
GRAND TOTAL W/O&P:				\$ 47,883.85

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: REMOVAL OF LOOSE DEBRIS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-06-2024

SOV ITEM A2.1



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	160.0	REG HRS	\$ 100.29	\$ 16,046.40
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	72.0	REG HRS	\$ 134.31	\$ 9,670.32
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	48.0	REG HRS	\$ 145.88	\$ 7,002.24
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	48.0	REG HRS	\$ 110.23	\$ 5,291.04
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	328.0			38,010.00
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	33	MAN DAY	\$ 210.00	\$ 6,930.00
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				6,930.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0			\$ -
CAT 340/352 HIGH REACH EXCAVATOR	1	WEEKLY	\$ 8,666.67	\$ 8,666.67
CAT 340 EXCAVATOR	0			\$ -
CAT 336 EXCAVATOR	0			\$ -
CAT 950 LOADER	1	WEEKLY	\$ 2,666.67	\$ 2,666.67
SKIDSTEER (RENTAL UNIT)	1	WEEKLY	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0			\$ -
HYDRAULIC HAMMER ATTACHMENT	0			\$ -
GRAPPLE ATTACHMENT	0			\$ -
SHEAR ATTACHMENT	0			\$ -
MULTI-PROCESSOR ATTACHMENT	0			\$ -
PULVERIZOR ATTACHMENT	0			\$ -
40-FOOT SCISSOR LIFT	1	DAY	\$ 425.50	\$ 425.50
40-FOOT SCISSOR LIFT MOBE & FEES	1	EA	\$ 246.62	\$ 246.62
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				14,063.95
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL(30-CY CONTAINERS)	360	CUBIC YARDS	\$ 3.50	\$ 1,260.00
CONSTRUCTION AND DEMOLITION DEBRIS TRANSPORTATION	12	LOADS	\$ 187.50	\$ 2,250.00
				\$ -
TOTAL T&D				\$ 3,510.00
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 62,513.95
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2+	\$ 1,250.28
TOTAL COST:				\$ 63,764.23
GRAND TOTAL W/O&P:				\$ 64,079.95

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: REMOVAL OF LOOSE DEBRIS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-13-2024



SOV ITEM A2.1

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
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LABOR	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	8.0	REG HRS	\$ 134.31	\$ 1,074.48
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	8.0			1,074.48

DAILY EXPENSES	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	2	MAN DAY	\$ 210.00	\$ 420.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				420.00

EQUIPMENT/RENTALS	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	8	HOURLY	\$ 268.52	\$ 2,148.15
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$ -	\$ -
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				2,148.15

MATERIALS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-

TRANSPORTATION & DISPOSALS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL(30-CY CONTAINERS)	240	CUBIC YARDS	\$ 3.50	\$ 840.00
CONSTRUCTION AND DEMOLITION DEBRIS TRANSPORTATION	8	LOADS	\$ 187.50	\$ 1,500.00
			\$ -	\$ -
TOTAL T&D				\$ 2,340.00

SUBCONTRACTORS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS				\$ -

SUB-TOTAL DIRECT COSTS			\$	5,982.63
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ADDITIONAL COSTS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 119.65
TOTAL COST:				\$ 6,102.28
GRAND TOTAL W/O&P:				\$ 6,396.63

CUSTOMER: CITY OF MOBILE

DATES : WE 08-30-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: CHEMICAL STAGING & INVENTORY

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.1



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	4.0	REG HRS	\$ 145.88	\$ 583.52
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	4.0			583.52
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	-
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	-
CAT 340 EXCAVATOR	0		\$	-
CAT 336 EXCAVATOR	0		\$	-
CAT 950 LOADER	0		\$	-
SKIDSTEER (RENTAL UNIT)	0		\$	-
DUST BOSS	0		\$	-
HYDRAULIC HAMMER ATTACHMENT	0		\$	-
GRAPPLE ATTACHMENT	0		\$	-
SHEAR ATTACHMENT	0		\$	-
MULTI-PROCESSOR ATTACHMENT	0		\$	-
PULVERIZOR ATTACHMENT	0		\$	-
			\$	-
			\$	-
			\$	-
			\$	-
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
			\$	-
			\$	-
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	583.52
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 11.67
TOTAL COST:				\$ 595.19
GRAND TOTAL W/O&P:				\$ 583.52

CUSTOMER: CITY OF MOBILE

DATES : WE 09-20-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: THEATER STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.2



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	8.0	REG HRS	\$ 100.29	\$ 802.32
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	44.0	REG HRS	\$ 134.31	\$ 5,909.64
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	12.0	REG HRS	\$ 145.88	\$ 1,750.56
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	16.0	REG HRS	\$ 110.23	\$ 1,763.68
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	80.0			10,226.20
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	11	MAN DAY	\$ 210.00	\$ 2,310.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				2,310.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	1.5	DAILY	\$ 2,888.89	\$ 4,333.33
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
MINI EXCAVATOR	1.5	DAYS	\$ 678.50	\$ 1,017.75
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				7,409.58
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 19,945.78
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 398.92
TOTAL COST:				\$ 20,344.70
GRAND TOTAL W/O&P:				\$ 20,292.28

CUSTOMER: CITY OF MOBILE

DATES : WE 09-25-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SOV ITEM A2.2



SABRE JOB NO.: 2024-05

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	8.0	REG HRS	\$ 100.29	\$ 802.32
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	8.0	REG HRS	\$ 134.31	\$ 1,074.48
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	16.0			1,876.80
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	2	MAN DAY	\$ 210.00	\$ 420.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				420.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	1	DAILY	\$ 747.50	\$ 747.50
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
MINI EXCAVATOR	1	DAYS	\$ 678.50	\$ 678.50
			\$ -	\$ -
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				1,426.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 3,722.80
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 74.46
TOTAL COST:				\$ 3,797.26
GRAND TOTAL W/O&P:				\$ 3,785.80

CUSTOMER: CITY OF MOBILE

DATES : WE 09-29-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SOV ITEM A2.2



SABRE JOB NO.: 2024-05

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	40.0	REG HRS	\$ 100.29	\$ 4,011.60
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	16.0	REG HRS	\$ 134.31	\$ 2,148.96
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	16.0	REG HRS	\$ 110.23	\$ 1,763.68
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	72.0			7,924.24
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	9	MAN DAY	\$ 210.00	\$ 1,890.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				1,890.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	DAILY	\$ 2,888.89	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	2	DAYS	\$ 747.50	\$ 1,495.00
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
MINI EXCAVATOR	2	DAYS	\$ 678.50	\$ 1,357.00
			\$ -	\$ -
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				2,852.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 12,666.24
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 253.32
TOTAL COST:				\$ 12,919.56
GRAND TOTAL W/O&P:				\$ 12,949.74

CUSTOMER: CITY OF MOBILE

DATES : WE 10-06-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.2



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	112.0	REG HRS	\$ 100.29	\$ 11,232.48
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	24.0	REG HRS	\$ 134.31	\$ 3,223.44
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	56.0	REG HRS	\$ 110.23	\$ 6,172.88
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	192.0			20,628.80
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	24	MAN DAY	\$ 210.00	\$ 5,040.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				5,040.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0			\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0			\$ -
CAT 340 EXCAVATOR	0			\$ -
CAT 336 EXCAVATOR	0			\$ -
CAT 950 LOADER	0			\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0			\$ -
HYDRAULIC HAMMER ATTACHMENT	0			\$ -
GRAPPLE ATTACHMENT	0			\$ -
SHEAR ATTACHMENT	0			\$ -
MULTI-PROCESSOR ATTACHMENT	0			\$ -
PULVERIZOR ATTACHMENT	0			\$ -
MINI EXCAVATOR	0	DAYS	\$ 678.50	\$ -
40-FOOT BOOM LIFT	1	WEEK	\$ 1,138.50	\$ 1,138.50
40-FOOT SCISSOR LIFT	1	WEEK	\$ 598.00	\$ 598.00
				\$ -
TOTAL EQUIPMENT/RENTALS				3,795.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
PITT & SONS TOWING LIFT SKIDSTEER TO UPPER LEVEL	1	EA	\$ 584.22	\$ 584.22
GSC ACM OVERSIGHT	40	HOURS	\$ 100.00	\$ 4,000.00
TOTAL SUBCONTRACTORS				\$ 4,584.22
SUB-TOTAL DIRECT COSTS				\$ 34,048.02
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 680.96
TOTAL COST:				\$ 34,728.98
GRAND TOTAL W/O&P:				\$ 35,262.44

CUSTOMER: CITY OF MOBILE

DATES : WE 10-13-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.2



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	48.0	REG HRS	\$ 100.29	\$ 4,813.92
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	48.0			4,813.92
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	6	MAN DAY	\$ 210.00	\$ 1,260.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				1,260.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
MINI EXCAVATOR	0	DAYS	\$ 678.50	\$ -
40-FOOT SCISSOR LIFT	1	WEEK	\$ 598.00	\$ 598.00
			\$ -	\$ -
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				2,656.50
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
PITT & SONS TOWING LIFT SKIDSTEER TO UPPER LEVEL	1	EA	\$ 584.22	\$ 584.22
GSC ACM OVERSIGHT	40	HOURS	\$ 100.00	\$ 4,000.00
TOTAL SUBCONTRACTORS				\$ 4,584.22
SUB-TOTAL DIRECT COSTS				\$ 13,314.64
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 266.29
TOTAL COST:				\$ 13,580.93
GRAND TOTAL W/O&P:				\$ 13,962.06

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 9-29-2024



SOV ITEM A2.3

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	7.0	PRORATE OT HRS	\$ 51.26	\$ 358.82
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	21.0	PRORATE OT HRS	\$ 67.70	\$ 1,421.70
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	7.0	PRORATE OT HRS	\$ 41.88	\$ 293.16
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	35.0			2,073.68
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	0		\$	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	2,073.68
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 41.47
TOTAL COST:				\$ 2,115.15
GRAND TOTAL W/O&P:				\$ 2,119.30

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-06-2024



SOV ITEM A2.3

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	10.0	PRORATE OT HRS	\$ 51.26	\$ 512.60
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	65.0	PRORATE OT HRS	\$ 67.70	\$ 4,400.50
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	20.0	PRORATE OT HRS	\$ 41.88	\$ 837.60
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	5.0	OT HRS	\$ 29.91	\$ 149.55
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	100.0			5,900.25
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	0		\$	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	5,900.25
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 118.01
TOTAL COST:				\$ 6,018.26
GRAND TOTAL W/O&P:				\$ 6,030.06

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-13-2024

SOV ITEM A2.3



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	10.0	PRORATE OT HRS	\$ 32.04	\$ 320.40
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	24.0	PRORATE OT HRS	\$ 51.26	\$ 1,230.24
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	48.0	PRORATE OT HRS	\$ 67.70	\$ 3,249.60
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	19.0	PRORATE OT HRS	\$ 41.88	\$ 795.72
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	15.0	PRORATE OT HRS	\$ 29.91	\$ 448.65
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	116.0			6,044.61
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	0		\$	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 6,044.61
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 120.89
TOTAL COST:				\$ 6,165.50
GRAND TOTAL W/O&P:				\$ 6,177.59

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-20-2024

SOV ITEM A2.3



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	16.0	PRORATE OT HRS	\$ 51.26	\$ 820.16
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	54.0	PRORATE OT HRS	\$ 67.70	\$ 3,655.80
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	24.0	PRORATE OT HRS	\$ 41.88	\$ 1,005.12
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	12.0	PRORATE OT HRS	\$ 29.91	\$ 358.92
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	106.0			5,840.00
DAILY EXPENSES				
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$ -	\$ -
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
40-FOOT SCISSOR LIFT	0		\$ -	\$ -
40-FOOT BOOM LIFT	0		\$ -	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				-
SUBCONTRACTORS				
			\$ -	\$ -
TOTAL SUBCONTRACTORS				-
SUB-TOTAL DIRECT COSTS				\$ 5,840.00
ADDITIONAL COSTS				
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 116.80
TOTAL COST:				\$ 5,956.80
GRAND TOTAL W/O&P:				\$ 5,968.48

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-25-2024

SOV ITEM A2.3



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	15.0	PRORATE OT HRS	\$ 51.26	\$ 768.90
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	63.0	PRORATE OT HRS	\$ 67.70	\$ 4,265.10
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	15.0	PRORATE OT HRS	\$ 41.88	\$ 628.20
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	2.0	PRORATE OT HRS	\$ 29.91	\$ 59.82
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	95.0			5,722.02
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	0		\$	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 5,722.02
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 114.44
TOTAL COST:				\$ 5,836.46
GRAND TOTAL W/O&P:				\$ 5,847.90

CUSTOMER: CIT OF MOBILE

DATE : 9-10-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: SURCHARGE GRADING EFFORT

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.4

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	176.0	REG HRS	\$ 134.31	\$ 23,638.56
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	100.0	REG HRS	\$ 145.88	\$ 14,588.00
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	276.0			38,226.56
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	34.5	MAN DAY	\$ 210.00	\$ 7,245.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				7,245.00
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0		\$ -
CAT 340 EXCAVATOR	0	0		\$ -
CAT 336 EXCAVATOR	0	0		\$ -
CAT 950 LOADER	1	1	\$ 8,000.00	\$ 8,000.00
SKIDSTEER	0	0		\$ -
DUST BOSS	0	0		\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0		\$ -
GRAPPLE ATTACHMENT	0	0		\$ -
SHEAR ATTACHMENT	0	0		\$ -
MULTI-PROCESSOR ATTACHMENT	0	0		\$ -
PULVERIZOR ATTACHMENT	0	0		\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				8,000.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
LOADER FUEL	880	Gal	\$ 3.95	\$ 3,476.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				3,476.00
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
HUGHES COMPANIES, INC. (IMPORT TRANS. & PLACEMENT)	1	LS	\$ 654,300	\$ 654,300.00
TOTAL SUBCONTRACTORS				\$ 654,300.00
SUB-TOTAL DIRECT COSTS				\$ 711,247.56
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 14,224.95
TOTAL COST:				\$ 725,472.51
GRAND TOTAL 3RD PARTY MATERIAL W/O&P:				\$ 811,000.71
CREDIT FOR USE OF CITY STOCKPILE:				\$ (57,000.00)
GRAND TOTAL CITY STOCKPILE:				\$ 754,000.71

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Real Estate DEPT. 3038

DATE OF REQUEST: 11/14/2024

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Sabre Demolition Corporation

DISTRICT#: 2

DEPT. PROJECT#: CC-034D-22

REQUEST: Please Select option. \$ _____ from Capital Project#/Title:

C0976 - Civic Center New Const & Demo

to contract# 5055.

Total amount of Change Order: \$ 1,999,412.30

Current contract amount: \$ 4,367,000.00

Revised contract amount: \$ 4,367,000.00

Comments: Volkert recommends approval of the attached Change Order 01 to Sabre Demolition Contract 5505. This change order is to contractually document approved work to be invoiced against the Contract Mural Removal and Contingency Allowances. The cost of \$1,999,412.30 as detailed in Change Order 01 does not exceed the Contract Mural Removal and Contingency Allowances of \$2,000,000.00. This change order will not require an increase in the Contract value. This Change Order #1 will add nine (9) calendar days to the Period of Performance and extend the Substantial Completion Date by the same nine (9) calendar days. The attached Schedule of Value (SOV) items A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A2.1, A2.2, A2.3, and A2.4 have been reviewed and determined to be fair and reasonable by the Architect and Program Manager.

Rhonda Lewis
Employee signature

Carleen Stolt Clark
Approval signature

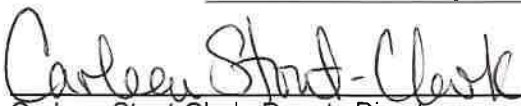
JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: Civic Center New Const & Demo
PROJECT LOCATION: 401 Civic Center Dr., Mobile AL 36602
PROJECT #: CC-034D-22
CAPITAL PROJECT #: C0976
EXPENDITURE #: 20002000-48010
CONTRACT #: **5055**
VENDOR # AND NAME: 299223 – SABRE DEMOLITION CORPORATION

The attached Change Order Number One (1) to contract with SABRE DEMOLITION CORPORATION dated **July 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, allowances, etc.
- ☒ 5. See attached Letter and change order/PCOs.
- ☐ 6. Other:

REMARKS: Volkert recommends approval of the attached Change Order 01 to Sabre Demolition Contract 5505. This change order is to contractually document approved work to be invoiced against the Contract Mural Removal and Contingency Allowances. The cost of \$1,999,412.30 as detailed in Change Order 01 does not exceed the Contract Mural Removal and Contingency Allowances of \$2,000,000.00. This Change order will not require an increase in the Contract value. This Change Order #1 will add nine (9) calendar days to the Period of Performance and extend the Substantial Completion Date by the same nine (9) calendar days. The attached Schedule of Value (SOV) items A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A2.1, A2.2, A2.3, and A2.4 have been reviewed and determined to be fair and reasonable by the Architect and Program Manager.


 Carleen Stout-Clark, Deputy Director
 Real Estate Asset Management


 Nick Amberger (Nov 21, 2024 07:04 CST)

11/21/2024

Nick Amberger, Executive Director, Engineering and Infrastructure



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-619923-45589.629BF

Issued: 10/24/2024

Quote Expiration: 11/30/2024

Estimated Contract Start Date: 02/01/2025

Account Number: 106658

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Mobile Police Dept 2460 Government St Mobile, AL 36606-1619 USA	Mobile Police Department - AL 2460 Government St Mobile AL 36606-1619 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Bryan Fondrie Phone: 2623521354 Email: bfondrie@axon.com Fax:	William Reed Phone: 251-487-2366 Email: william.reed@cityofmobile.org Fax:

Quote Summary

Program Length	52 Months
TOTAL COST	\$1,625,332.80
ESTIMATED TOTAL W/ TAX	\$1,625,332.80

Discount Summary

Average Savings Per Year	\$85,974.30
TOTAL SAVINGS	\$372,555.28

Payment Summary

Date	Subtotal	Tax	Total
May 2025	\$406,333.20	\$0.00	\$406,333.20
May 2026	\$406,333.20	\$0.00	\$406,333.20
May 2027	\$406,333.20	\$0.00	\$406,333.20
May 2028	\$406,333.20	\$0.00	\$406,333.20
Total	\$1,625,332.80	\$0.00	\$1,625,332.80

Quote Unbundled Price:	\$1,997,888.08
Quote List Price:	\$1,748,624.52
Quote Subtotal:	\$1,625,332.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100847	TRUE UP - TASER 10 CERTIFICATION W/VR	40	8		\$47.09	\$0.00	\$0.00	\$0.00	\$0.00
M00019	BUNDLE - FUSUS ENTERPRISE PLUS	1	52	\$30,154.34	\$27,081.61	\$25,000.00	\$1,300,000.00	\$0.00	\$1,300,000.00
C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	52	\$145.93	\$102.91	\$102.92	\$214,073.60	\$0.00	\$214,073.60
A la Carte Software									
73638	AXON STANDARDS - LICENSE	40	52		\$10.70	\$10.70	\$22,256.00	\$0.00	\$22,256.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	52		\$42.79	\$42.79	\$89,003.20	\$0.00	\$89,003.20
Total							\$1,625,332.80	\$0.00	\$1,625,332.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - FUSUS ENTERPRISE PLUS	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	60	1	01/01/2025
BUNDLE - FUSUS ENTERPRISE PLUS	101389	AXON RESPOND - FUSUSCORE - PRO AI 8TB HDD STORAGE	4	1	01/01/2025
BUNDLE - FUSUS ENTERPRISE PLUS	101390	AXON RESPOND - FUSUSCORE - ELITE 2.0 44TB HDD STORAGE	4	1	01/01/2025
BUNDLE - FUSUS ENTERPRISE PLUS	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	10	1	01/01/2025
BUNDLE - FUSUS ENTERPRISE PLUS	101408	AXON RESPOND - FUSUSCORE - CAD	1	1	01/01/2025
BUNDLE - FUSUS ENTERPRISE PLUS	101409	AXON RESPOND - FUSUSCORE - LISTEN	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100126	AXON VR - TACTICAL BAG	2	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	40	2	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	40	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	800	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	40	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100748	AXON VR - CONTROLLER - TASER 10	2	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	101294	AXON VR - TABLET	2	1	01/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION WITH VR	101300	AXON VR - TABLET CASE	2	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	40	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	20378	AXON VR - HEADSET - HTC FOCUS 3	2	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	320	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	01/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	320	1	01/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	320	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	01/01/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	320	1	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS ENTERPRISE PLUS	101359	AXON RESPOND - FUSUSONE - ENTERPRISE PLUS LEVEL SAAS	1	02/01/2025	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101180	AXON TASER - DATA SCIENCE PROGRAM	40	02/01/2025	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	40	02/01/2025	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2025	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	40	02/01/2025	05/31/2029
A la Carte	73638	AXON STANDARDS - LICENSE	40	02/01/2025	05/31/2029
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	02/01/2025	05/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - FUSUS ENTERPRISE PLUS	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	3
BUNDLE - TASER 10 CERTIFICATION WITH VR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	40
BUNDLE - TASER 10 CERTIFICATION WITH VR	101193	AXON TASER - ON DEMAND CERTIFICATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS ENTERPRISE PLUS	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	60	01/01/2026	05/31/2029
BUNDLE - FUSUS ENTERPRISE PLUS	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	01/01/2026	05/31/2029
BUNDLE - FUSUS ENTERPRISE PLUS	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	01/01/2026	05/31/2029
BUNDLE - FUSUS ENTERPRISE PLUS	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	10	01/01/2026	05/31/2029
BUNDLE - FUSUS ENTERPRISE PLUS	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/01/2026	05/31/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS ENTERPRISE PLUS	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	2	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100213	AXON VR - EXT WARRANTY - TABLET	2	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	40	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	40	01/01/2026	05/31/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2026	05/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2460 Government St	Mobile	AL	36606-1619	USA
2	2460 Government St	Mobile	AL	36606-1619	USA

Payment Details

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100847	TRUE UP - TASER 10 CERTIFICATION W/VR	40	\$0.00	\$0.00	\$0.00
Annual Payment 2	73638	AXON STANDARDS - LICENSE	40	\$5,564.00	\$0.00	\$5,564.00
Annual Payment 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	\$22,250.80	\$0.00	\$22,250.80
Annual Payment 2	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	\$53,518.40	\$0.00	\$53,518.40
Year 2	M00019	BUNDLE - FUSUS ENTERPRISE PLUS	1	\$325,000.00	\$0.00	\$325,000.00
Total				\$406,333.20	\$0.00	\$406,333.20

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100847	TRUE UP - TASER 10 CERTIFICATION W/VR	40	\$0.00	\$0.00	\$0.00
Annual Payment 3	73638	AXON STANDARDS - LICENSE	40	\$5,564.00	\$0.00	\$5,564.00
Annual Payment 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	\$22,250.80	\$0.00	\$22,250.80
Annual Payment 3	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	\$53,518.40	\$0.00	\$53,518.40
Year 3	M00019	BUNDLE - FUSUS ENTERPRISE PLUS	1	\$325,000.00	\$0.00	\$325,000.00
Total				\$406,333.20	\$0.00	\$406,333.20

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100847	TRUE UP - TASER 10 CERTIFICATION W/VR	40	\$0.00	\$0.00	\$0.00
Annual Payment 4	73638	AXON STANDARDS - LICENSE	40	\$5,564.00	\$0.00	\$5,564.00
Annual Payment 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	\$22,250.80	\$0.00	\$22,250.80
Annual Payment 4	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	\$53,518.40	\$0.00	\$53,518.40
Year 4	M00019	BUNDLE - FUSUS ENTERPRISE PLUS	1	\$325,000.00	\$0.00	\$325,000.00
Total				\$406,333.20	\$0.00	\$406,333.20

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100847	TRUE UP - TASER 10 CERTIFICATION W/VR	40	\$0.00	\$0.00	\$0.00
Annual Payment 5	73638	AXON STANDARDS - LICENSE	40	\$5,564.00	\$0.00	\$5,564.00
Annual Payment 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	40	\$22,250.80	\$0.00	\$22,250.80
Annual Payment 5	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	\$53,518.40	\$0.00	\$53,518.40
Year 5	M00019	BUNDLE - FUSUS ENTERPRISE PLUS	1	\$325,000.00	\$0.00	\$325,000.00
Total				\$406,333.20	\$0.00	\$406,333.20

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

The quote will adhere to presiding terms and conditions based on Master Contract 00109324 (contract originating with quote Q-554414).

Signature

Date Signed

10/24/2024





Addendum 1 to Agreement with Axon Enterprise, Inc.

THIS ADDENDUM No. 1 to the existing Agreement with Axon Enterprise (Resolution 21-398) with governing terms based on Sourcewell #101223-AXN ("Addendum") is entered into on this ____ day of _____, 2024, by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and Axon Enterprise, Inc. ("Axon").

RECITALS

A. Axon and the City entered into a Master Services and Purchasing Agreement on or about May 7, 2024 under (Resolution 21-398), (collectively, the 'Agreement'), all terms and conditions of said Agreement are incorporated as if fully set forth herein.

B. Paragraph 2 of the Agreement sets the term of the Agreement at five (5) years. City and Service Provider desire to co-term the said Agreement to cover the purchase of the added equipment and services listed in this Addendum No. 1 to the Agreement under Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Agreement is amended by the attached Addendum and incorporated fully as if set forth herein.
2. The not to exceed amount is updated to \$10,301,899.60 and the additional equipment, services and yearly payments under Exhibit A are likewise incorporated fully as if set forth herein.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Provider by such duly authorized officers or individuals as may be required by law.

Axon Enterprises, Inc.

_____, Its _____ (title)
On behalf of Axon Enterprises Inc.

_____ Date

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, _____, a notary public in and for said County in said State, hereby certify that _____, whose name as Authorized Agent of Axon Enterprises, Inc., is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the ____ day of _____, 2024.

Notary Public
My Commission Expires: _____

CITY

Its Mayor

_____ Date

ATTEST:

City Clerk

_____ Date

FUSUS APPENDIX

1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.

Product Limits. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

Disclaimer. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

Data Privacy. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

[Placeholder for Quote – to be added in prior to signature]

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, Addendum 1 to an agreement by and between the City of Mobile and Axon Enterprises, Inc., to amend the existing agreement based on Resolution 21-398 with governing terms based on the Sourcewell #101223-AXN contract as outlined in the contract addendum attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Purpose and Scope of Project:

Authorize SC-017-25 with Butler Complete Services LLC for Service Contract-Various City of Mobile Facilities-Landscaping Services; \$47,514 per year; sponsored by Mayor Stimpson (submitted by Cassie Boatwright, REAM).

Amount of Contract:

\$142,540.00 total contract sum

Funding Source

61206120-42150

ATTACHMENTS:

1. SC-017-25 CivicPlus Routing

REVIEWERS:

Katie Cassil
Cassie Boatwright
Scott Collins
Chris Kern
James Barber

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson

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

Name of Company: BUTLER COMPLETE SERVICES LLC

Project Name: SERVICE CONTRACT – LANDSCAPING SERVICES –
VARIOUS CITY OF MOBILE FACILITIES

Project Number: SC-017-25

Amount: NTE \$142,540.00 TOTAL CONTRACT SUM

Adopted:

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____ day of _____, in the year 2024, by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: BUTLER COMPLETE SERVICES LLC
2808 GASLIGHT LANE EAST
MOBILE, ALABAMA 36695
(251) 591-7278

City of Mobile Business License No.: 118803

City of Mobile Vendor No.: 297507

State of Alabama Entity ID No.: 000-872-343

for the following **PROJECT**:

PROJECT NAME: SERVICE CONTRACT – VARIOUS CITY OF MOBILE
FACILITIES – LANDSCAPING SERVICES

PROJECT NO.: SC-017-25

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for **one (1) year** from the date of the Notice to Proceed with the option, at the City's sole discretion, to renew for two additional one-year terms.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum not to exceed \$142,540.00 (One Hundred Forty-Two Thousand, Five Hundred Forty and 00/100 Dollars).

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows: As specified in Scope of Work.

Facility	Year 1	Year 2	Year 3	Total
Mobile Museum of Art				
Turf Maintenance	\$16,200.00	\$16,200.00	\$16,200.00	\$48,600.00
Shrub Bed Maintenance	\$3,600.00	\$3,600.00	\$3,600.00	\$10,800.00
Pine Straw Mulch	\$2,950.00	\$2,950.00	\$2,950.00	\$8,850.00
Tree Maintenance	\$2,800.00	\$2,800.00	\$2,800.00	\$8,400.00
Landscape Health Maintenance	\$700.00	\$700.00	\$700.00	\$2,100.00
Total	\$26,250.00	\$26,250.00	\$26,250.00	\$78,750.00
Facility	Year 1	Year 2	Year 3	Total
Springhill Fire Station #18				
Turf Maintenance	\$5,800.00	\$5,800.00	\$5,800.00	\$17,400.00
Shrub Bed Maintenance	\$2,280.00	\$2,280.00	\$2,280.00	\$6,840.00
Pine Straw Mulch	\$925.00	\$925.00	\$925.00	\$2,775.00
Tree Maintenance	\$350.00	\$350.00	\$350.00	\$1,050.00
Landscape Health Maintenance	\$475.00	\$475.00	\$475.00	\$1,425.00
Total	\$9,830.00	\$9,830.00	\$9,830.00	\$29,490.00
Facility	Year 1	Year 2	Year 3	Total
Crichton Fire Station #12				
Turf Maintenance	\$5,200.00	\$5,200.00	\$5,200.00	\$15,600.00
Shrub Bed Maintenance	\$1,900.00	\$1,900.00	\$1,900.00	\$5,700.00

Pine Straw Mulch	\$650.00	\$650.00	\$650.00	\$1,950.00
Tree Maintenance	\$300.00	\$300.00	\$300.00	\$900.00
Landscape Health Maintenance	\$400.00	\$400.00	\$400.00	\$1,200.00
Total	\$8,450.00	\$8,450.00	\$8,450.00	\$25,350.00
Facility	Year 1	Year 2	Year 3	Total
Springhill Traffic Circle				
Turf Maintenance	N/A	N/A	N/A	N/A
Shrub Bed Maintenance	\$500.00	\$500.00	\$500.00	\$1,500.00
Pine Straw Mulch	\$750.00	\$750.00	\$750.00	\$2,250.00
Seasonal Plants	\$900.00	\$900.00	\$900.00	\$2,700.00
Landscape Health Maintenance	\$500.00	\$500.00	\$500.00	\$1,500.00
Tree Maintenance	N/A	N/A	N/A	N/A
Total	\$2,650.00	\$2,650.00	\$2,650.00	\$7,950.00

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Bid Amount (Total Year 1, Year 2, & Year 3):

One Hundred Thirty-Six Thousand Five Hundred Forty & 00/100 Dollars (\$136,540.00)
(Amount in Words) (Amount in #'s)

UNIT PRICING -VARIOUS LOCATIONS: The City of Mobile may also request additional services at varying service frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year bids above. The following rates shall apply:

Year 1:

Additional Pine Straw Mulch, 1 Bale, Installed, per request: \$ 18.50
Additional Turf Fertilizations, per request: \$ 400.00
Additional Pre-Emergent Herbicide, per request: \$ 300.00
Additional Turf Pesticide, per request: \$ 275.00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

- A. Regular time: Rate \$ 45.00 per hour.
(7a.m. to 5p.m., Monday-Friday)
- B. Overtime: Rate \$ 60.00 per hour.
(5p.m. to 7a.m., Monday-Friday and weekends)
- C. Holiday Overtime: Rate \$ 60.00 per hour.
(City Approved Holidays)

Year 2:

- Additional Pine Straw Mulch, 1 Bale, Installed, per request: \$ 18.50
- Additional Turf Fertilizations, per request: \$ 400.00
- Additional Pre-Emergent Herbicide, per request: \$ 300.00
- Additional Turf Pesticide, per request: \$ 275.00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

- A. Regular time: Rate \$ 45.00 per hour.
(7a.m. to 5p.m., Monday-Friday)
- B. Overtime: Rate \$ 60.00 per hour.
(5p.m. to 7a.m., Monday-Friday and weekends)
- C. Holiday Overtime: Rate \$ 60.00 per hour.
(City Approved Holidays)

Year 3:

- Additional Pine Straw Mulch, 1 Bale, Installed, per request: \$ 18.50
- Additional Turf Fertilizations, per request: \$ 400.00
- Additional Pre-Emergent Herbicide, per request: \$ 300.00
- Additional Turf Pesticide, per request: \$ 275.00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

- A. Regular time: Rate \$ 45.00 per hour.
(7a.m. to 5p.m., Monday-Friday)
- B. Overtime: Rate \$ 60.00 per hour.
(5p.m. to 7a.m., Monday-Friday and weekends)
- C. Holiday Overtime: Rate \$ 60.00 per hour.
(City Approved Holidays)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost* plus Fifteen percent (15%).

* Direct cost shall be based on invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made monthly upon completion and inspections of the work specified.
- B. Original invoices shall be delivered to the Building Service's Project Manager for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools, and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

- 1. This Instrument (Agreement)
- 2. Scope of Work
- 3. Bid Form
- 4. E-Verify Documentation
- 5. Secretary of State Entity ID Documentation
- 6. Certificate of Liability Insurance with Endorsements
- 7. General Conditions, dated October 9, 2024
- 8. Addendum #1, dated October 16, 2024

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
Bodily injury and property damage combined –\$1,000,000 per occurrence
4. General Aggregate limit shall apply on a “Per Project” Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
Bodily injury and property damage combined – \$1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

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

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

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor’s covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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

8.5 Licenses, Permits, Etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

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

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

8.10 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

8.11 Public contracts with entities engaging in certain boycott activities: **By signing this contract, Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

Remainder of page intentionally left blank

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

William C. Stimpson, Mayor

Printed Name and Title

SERVICE CONTRACTOR:

Butler Complete Services LLC

James Butler, Owner

Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

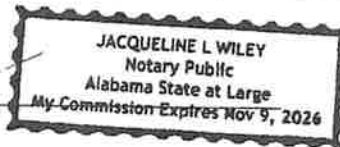
City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared James Butler as owner of Butler Complete Services, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of owner.
Sworn to and subscribed for me this 7th day of November, 2024.

NOTARY PUBLIC
My Commission Expires:

**My Commission Expires
November 9, 2026**



END OF SECTION

EXHIBIT 1
SCOPE OF WORK
SC-017-25 LANDSCAPING SERVICES

BASIC SERVICES:

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required for landscape services at locations listed under Exhibit 2 - Locations, in accordance with the terms of this Contract.

Coordination:

Coordinate all work with Building Services staff and on-site facility staff. Give adequate advance notice of service.

- Work shall be scheduled and the Service Contractor shall work around areas in use or events scheduled by the City of Mobile Staff at these facilities so as to reduce disturbances and interruptions.
- Within Seven (7) calendar days from written Notice to Proceed, Service Contractor shall submit a proposed schedule for regular service to buildingservices@cityofmobile.org for approval.
- Landscaping Maintenance services shall typically be scheduled for the same day each week, where practicable.

Job Conditions:

- All services shall be performed during regular business hours, 7:00am to 5:00pm, Monday through Friday. Seasonal exceptions may be requested and granted through the respective site manager and Building Services Project Manager.
- In the event of weather delays or other circumstances beyond control of Service Contractor, every effort will be made to re-schedule any missed Landscaping Maintenance services as soon as possible after the delay. In no event shall the Service Contractor provide less than the total number of scheduled services each year.

Landscaping Maintenance:

Landscaping Maintenance shall be performed in accordance with the following:

1. Turf Maintenance:

- A.) Mowing – Prior to each mowing, all trash and debris shall be removed from turf, shrub/flower beds and paved areas. Service shall include mowing of all grass areas designated in Paragraph 8, trimming around all obstacles, mulching or bagging excessive grass clippings and removing all debris from sidewalks, curbs, and parking areas.
- B.) Power Edging – Edging of all sidewalks, curbs, slabs, and other paved areas shall be performed during each mowing with a steel blade edger. Edging with string trimmers or herbicides will not be allowed. Debris created from power edging will be removed and areas swept or blown clean.
- C.) Extreme caution shall be taken when mowing, trimming or edging around sculptures or sculpture bases or other areas where damage to buildings, equipment, or vehicles may occur.

D.) Turf Maintenance (Mowing and Power Edging) shall be performed weekly from March through August and Three (3) times in September for a total of Twenty-Eight (28) site visits, and twice monthly from October through February (Twelve (12) site visits).

2. Shrub Bed Maintenance and Weed Control:

A.) Shrub Bed Edging – All shrub beds shall be edged using a string trimmer.

B.) Weed Control – All shrub beds shall be weeded as required. Pre- & Post-Emergent applications shall be made as needed. All asphalt/concrete parking and drives and sidewalks around building shall be kept weed free.

C.) Pruning – All shrubs and ground covers shall be pruned, when appropriate, to remove dead, diseased or damaged branches, to develop the natural form of the plant or to create and maintain the effect intended in the landscape.

D.) Mulch – In March of each year, all shrub beds shall receive a fresh application of pine straw mulch consistent with prior applications. If additional applications of mulch are required by Owner, the work shall be billed and paid in accordance with the Unit Prices as listed in the Agreement.

E.) Shrub Bed Maintenance (Edging, Weed Control and Pruning) shall be performed weekly from March through August and Three (3) times in September for a total of Twenty-Eight (28) site visits, and twice monthly from October through February (Ten (10) site visits).

3. Tree Maintenance:

A.) Tree/Tree Ring Edging – All Trees/Tree Rings shall be edged using a string trimmer. Care shall be taken to avoid excessive damage to tree bark.

B.) Weed Control – All tree rings shall be weeded monthly. Post-emergent applications shall be made, where needed.

C.) Mulch – All tree rings will be mulched twice yearly (in March and September) with fresh application of pine straw.

D.) Pruning – All trees shall be pruned as necessary of all diseased or damaged branches and to develop the natural form of the plant or to create and maintain the effect intended in the landscape. Limbs or branches touching the facility shall be pruned appropriately to eliminate contact and allow sufficient clearance. Low hanging limbs shall be pruned to create a canopy 6 feet from ground. Pruning will be limited to cuts that can safely be reached from the ground using conventional hand pruning equipment. Maximum pruning height is twelve feet. Maintain natural form of species.

E.) Palm Pruning – All palm trees shall be pruned. Any palm fronds, blooms, fruit and hanging fronds shall be pruned away from parking and light bollards as appropriate for visibility. Brown and declining fronds, blooms, fruit and hanging fronds shall be pruned and disposed of off-site.

F.) Tree Maintenance (Edging, Weed Control and Pruning) shall be performed weekly from March through August and Three (3) times in September for a total of Twenty-Eight (28) site visits, and twice monthly from October through February (Ten (10) site visits).

4. Mulch:

- A.) All mulch shall be applied at a thickness of approximately 3 inches. Mulch will be fresh and free of foreign materials, weeds, insects, and shall be applied only after existing mulch has been removed and discarded.
- B.) Service Contractor shall include a sufficient number of bales of pine straw per year in Base Bid to satisfy the requirements outlined in Scope of Work. Additional mulch, if required by Owner, will be billed and paid in accordance with the Unit Prices as listed in the Agreement.
- C.) Mulch installations will be scheduled in accordance with the schedule listed in Paragraphs 2 and 3 above.

5. Plant Health Maintenance:

- A.) Turf Fertilization – Two (2) applications per year shall be required; a balanced fertilizer, 1 lb. of nitrogen per 1,000 square feet in the spring, and a high potassium fertilizer, 1 lb of potassium per 1,000 square ft. in the fall.
- B.) Shrub Fertilization – One (1) application per year of a balanced fertilizer, 1 lb. of nitrogen per 1,000 square feet shall be required.
- C.) Turf Weed Control – Two (2) applications per year shall be required; one spring and one fall pre-emergent weed control.
- D.) Turf Pest Control – One (1) application of Top Choice fire ant treatment per year, in accordance with product label.
- E.) Shrub Pest Control – Two (2) horticultural oil applications per year in November and February.
- F.) All pesticide and herbicide applications shall be made under the supervision of a state licensed commercial applicator, and in strict compliance with all applicable Federal Laws, Alabama Department of Agriculture, and Industry standards and local ordinances. Place appropriate warning signage, post application when applicable, per product label.

6. Irrigation:

- A.) Service Contractor will be responsible for coordinating irrigation schedule to provide optimal health of all plant material and to insure responsible use of water resources. Over-watering or under-watering of plants may result in charge backs to the contractor if plants decline or need replacement.
- B.) Service Contractor will prepare an irrigation zone list and irrigation schedule that will be posted in irrigation controller and adjusted seasonally as needed. List and schedule to be posted within 30 days of written Notice to Proceed.
- C.) Service Contractor shall be responsible for all repairs or replacement of irrigation system components in kind damaged by work associated with landscape maintenance under this contract.

7. Disposal of Landscape Debris:

- A.) All landscape debris, including but not limited to, grass clippings, limbs, leaves, mulch, and flowers as well as all trash collected as part of landscaping maintenance or as a result of landscaping maintenance activities shall be removed and disposed of off-site by the Service Contractor.
- B.) Service Contractor shall leave all parking areas/drives, sidewalks, and

streets clean and free from landscape debris or trash.

C.) In no case will the Service Contractor be allowed to blow and leave any landscape debris in storm sewer drain inlets, lake, or ditch.

8. Areas to be Maintained – Service Contractor shall provide Landscaping Maintenance services within the approximate boundaries described below:

A.) Mobile Museum of Art:

- North boundary – approximately five (5) feet north of the concrete walk (at termination of turf), along the lake.
- South boundary – Museum Drive.
- West boundary – edge of concrete ditch (at termination of turf) running from Museum Drive to lake.
- East boundary – line originating at Museum Drive, approximately sixty (60) feet east of easternmost vehicular entrance to Museum, and meandering north and west, fifty (50) feet from east parking lot until intersecting with north boundary, approximately five (5) feet north of the concrete walk (at termination of turf), along the lake.

B.) Springhill Fire Station 18:

- North boundary – Fence line with old National Guard Fort Hardeman Armory property.
- South boundary – Intersection of Museum Drive and McGregor Avenue.
- East boundary – Intersection of Museum Drive and McGregor Avenue, traveling north along McGregor Avenue to the fence line with old National Guard Fort Hardeman Armory property.
- West boundary – Intersection of Museum Drive and McGregor Avenue, traveling north along Museum Drive, to an area approximately in the line-of-site with the fence line with old National Guard Fort Hardeman Armory property.

C.) Crichton Fire Station 12:

- North boundary – From Davenport Avenue in line-of-sight with the north fence line, extending to the east fence line intersection.
- South boundary – Haas Avenue.
- East boundary – East fence line, parallel to McLean Avenue, east of the retention pond, extending line of sight to Haas Avenue.
- West boundary – From Davenport Avenue. in line-of-sight with the north fence line, extending along Davenport Avenue to the intersection with Haas Ave.

D.) Springhill Traffic Circle:

All areas within the traffic circle at the intersection of Museum Drive and McGregor Avenue.

EXHIBIT 2
SCOPE OF WORK – LOCATIONS

Locations:

Mobile Museum of Art (MMA)
4850 Museum Drive
Mobile, Alabama 36608



Springhill Fire Station 18
700 Museum Drive
Mobile, Alabama 36608



Crichton Fire Station 12
200 Davenport Avenue
Mobile, Alabama 36607



Springhill Traffic Circle
Intersection of Museum Drive and
North McGregor Avenue
Mobile, Alabama 36608



EXHIBIT 3
SCOPE OF WORK – SCHEDULE

Month	Frequency
January	2 times per month
February	2 times per month
March	4 times per month
April	4 times per month
May	4 times per month
June	4 times per month
July	4 times per month
August	4 times per month
September	3 times per month
October	2 times per month
November	2 times per month
December	2 times per month
Total Visits:	37 times per year

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE
BUILDING SERVICES DEPARTMENT
205 GOVERNMENT STREET
MOBILE, ALABAMA 36602

PROJECT NAME: SERVICE CONTRACT –VARIOUS CITY OF MOBILE
FACILITIES LANDSCAPING SERVICES

PROJECT NO.: SC-017-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Service Department and dated June 19, 2024; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: BUTLER COMPLETE SERVICES LLC

ADDRESS: 2808 GASLIGHT LN EAST, MOBILE AL 36695 **PHONE:** 251-591-7278

CITY OF MOBILE BUSINESS LICENSE NUMBER: 118803

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 872-343

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☐ (A Corporation)
☐ (A Partnership)
☒ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

1. BASE BID – LANDSCAPING SERVICES - As specified in Scope of Work outlined below:

Facility	Year 1	Year 2	Year 3	Total
Mobile Museum of Art				
Turf Maintenance	\$ 16,200. ⁰⁰	\$ 16,200. ⁰⁰	\$ 16,200. ⁰⁰	\$ 48,500. ⁰⁰
Shrub Bed Maintenance	\$ 3,600. ⁰⁰	\$ 3,600. ⁰⁰	\$ 3,600. ⁰⁰	\$ 10,800. ⁰⁰
Pine Straw Mulch	\$ 2,950. ⁰⁰	\$ 2,950. ⁰⁰	\$ 2,950. ⁰⁰	\$ 8,850. ⁰⁰
Tree Maintenance	\$ 2,800. ⁰⁰	\$ 2,800. ⁰⁰	\$ 2,800. ⁰⁰	\$ 8,400. ⁰⁰
Landscape Health Maintenance	\$ 700. ⁰⁰	\$ 700. ⁰⁰	\$ 700. ⁰⁰	\$ 2,100. ⁰⁰
Total	\$ 26,250.⁰⁰	\$ 26,250.⁰⁰	\$ 26,250.⁰⁰	\$ 78,750.⁰⁰
Facility	Year 1	Year 2	Year 3	Total
Springhill Fire Sta. 18				
Turf Maintenance	\$ 5800. ⁰⁰	\$ 5800. ⁰⁰	\$ 5800. ⁰⁰	\$ 17,400. ⁰⁰
Shrub Bed Maintenance	\$ 2,280. ⁰⁰	\$ 2,280. ⁰⁰	\$ 2,280. ⁰⁰	\$ 6,840. ⁰⁰
Pine Straw Mulch	\$ 925. ⁰⁰	\$ 925. ⁰⁰	\$ 925. ⁰⁰	\$ 2,775. ⁰⁰
Tree Maintenance	\$ 350. ⁰⁰	\$ 350. ⁰⁰	\$ 350. ⁰⁰	\$ 1050. ⁰⁰
Landscape Health Maintenance	\$ 475. ⁰⁰	\$ 475. ⁰⁰	\$ 475. ⁰⁰	\$ 1425. ⁰⁰
Total	\$ 9,830.⁰⁰	\$ 9,830.⁰⁰	\$ 9,830.⁰⁰	\$ 29,490.⁰⁰
Facility	Year 1	Year 2	Year 3	Total
Orichton Fire Sta. 12				
Turf Maintenance	\$ 5,200. ⁰⁰	\$ 5,200. ⁰⁰	\$ 5,200. ⁰⁰	\$ 15,600. ⁰⁰
Shrub Bed Maintenance	\$ 1,900. ⁰⁰	\$ 1,900. ⁰⁰	\$ 1,900. ⁰⁰	\$ 5,700. ⁰⁰
Pine Straw Mulch	\$ 650. ⁰⁰	\$ 650. ⁰⁰	\$ 650. ⁰⁰	\$ 1,950. ⁰⁰
Tree Maintenance	\$ 300. ⁰⁰	\$ 300. ⁰⁰	\$ 300. ⁰⁰	\$ 900. ⁰⁰
Landscape	\$ 400. ⁰⁰	\$ 400. ⁰⁰	\$ 400. ⁰⁰	\$ 1200. ⁰⁰

Health Maintenance				
Total	\$ 8450.00	\$ 8,450.00	\$ 8,450.00	\$ 25,350.00
Facility	Year 1	Year 2	Year 3	Total
Springhill Traffic Circle				
Turf Maintenance	N/A	N/A	N/A	N/A
Shrub Bed Maintenance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1500.00
Pine Straw Mulch	\$ 750.00	\$ 750.00	\$ 750.00	\$ 2,250.00
Seasonal Plants	\$ 900.00	\$ 900.00	\$ 900.00	\$ 2,700.00
Landscape Health Maintenance	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1500.00
Total	\$ 2,650.00	\$ 2,650.00	\$ 2,650.00	\$ 7,950.00

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Bid Amount (Total Year 1, Year 2, & Year 3):

ONE HUNDRED THIRTY SIX THOUSAND & 00/100 Dollars (\$ 136,540.00)
(Amount in Words) Five Hundred Forty (Amount in #'s)

UNIT PRICING -VARIOUS LOCATIONS: The City of Mobile may also request additional services at varying service frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year bids above. The following rates shall apply:

Year 1.

Additional Pine Straw Mulch, 1 Bale, Installed, per request: \$ 18.50 .00
Additional Turf Fertilizations, per request: \$ 400.00 .00
Additional Pre-Emergent Herbicide, per request: \$ 500.00 .00
Additional Turf Pesticide, per request: \$ 275.00 .00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

A. Regular time: Rate \$ 45.00 per hour.
(7a.m. to 5p.m., Monday-Friday)
B. Overtime: Rate \$ 60.00 per hour.
(5p.m. to 7a.m., Monday-Friday and weekends)
C. Holiday Overtime: Rate \$ 60.00 per hour.
(City Approved Holidays)

Year 2.

Additional Pine Straw Mulch, 1 Bale, Installed, per request: \$ 18.50 .00
 Additional Turf Fertilizations, per request: \$ 400.00 .00
 Additional Pre-Emergent Herbicide, per request: \$ 300.00 .00
 Additional Turf Pesticide, per request: \$ 275.00 .00

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 (7a.m. to 5p.m., Monday-Friday)
 B. Overtime: Rate \$ 60.00 per hour.
 (5p.m. to 7a.m., Monday-Friday and weekends)
 C. Holiday Overtime: Rate \$ 60.00 per hour.
 (City Approved Holidays)

Year 3.

Additional Pine Straw Mulch, 1 Bale, Installed, per request: \$ 18.50 .00
 Additional Turf Fertilizations, per request: \$ 400.00 .00
 Additional Pre-Emergent Herbicide, per request: \$ 300.00 .00
 Additional Turf Pesticide, per request: \$ 275.00 .00

HOURLY RATES: For work performed outside the basic scope of services (Base Bid), the following total rates shall apply.

A. Regular time: Rate \$ 45.00 per hour.
 (7a.m. to 5p.m., Monday-Friday)
 B. Overtime: Rate \$ 60.00 per hour.
 (5p.m. to 7a.m., Monday-Friday and weekends)
 C. Holiday Overtime: Rate \$ 60.00 per hour.
 (City Approved Holidays)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Parts/Material: for furnishing equipment, parts or other materials:

Service Contractor's Direct Cost plus **Fifteen (15%)**

* Direct cost shall be based on invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

2. BID INCLUDES:

Addendum Number 1, Dated 10/16/24
 Addendum Number , Dated
 Addendum Number , Dated

3. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State, and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1: CITY OF MOBILE
Company Name: _____
Company Address: 205 GOVERNMENT ST 4TH FLOOR
Telephone: 251-208-7434 Email: johnsond@cityofmobile.org
Type of Work: Right of way mowing, lawn maintenance
Date(s): 10 years

B. Reference #2: Mobile County Commssions
Company Name: _____
Company Address: P.O BOX 1443 MOBILE, AL 36633
Telephone: 251-574-6456 Email: jim.stokley@mobilecountyal.gov
Type of Work: Lawn Maintenance various locations, Tree work, irrigation
Date(s): 5 Years

C. Reference #3: Regal Motorcoach
Company Name: _____
Company Address: 3520 Government St Mobile, Al 36693
Telephone: 251-665-0554 Email: mike@southernbuildingstructure.com
Type of Work: Landscape, Lawn Maintenance, Tree work, Irrigation
Date(s): 6 Years

6. Questions to be answered by all vendors (regardless of whether intending to claim a Local Preference):

1. Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility.
Equipment warehouse- 4405 Halls Mill Rd, Mobile, AL 36693
2. If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.

3. Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories. _____

Remainder of page intentionally left blank

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out the name. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

BUTLER COMPLETE SERVICES LLC

BY:

(Typed)
(Signature of Company Officer)

COMPANY OFFICER:

JAMES BUTLER

(Typed)

OWNER

TITLE

(Typed)

DATE October 23, 20 24Sworn to and subscribed before me this October 23 day of 20 24

(Signature)

Commission Expires: 05/21/2028

Notary Public



END OF SECTION



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# SC-017-25

Current Date 10.00 / 4.00 / 2024.00

Project Description Service Contract- Various COM Facilities- Landscape Services

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be
waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Landscape Services for Various City of Mobile Facilities

Requested By (Department Director)

Chad Holm

Digitally signed by Chad Holm
Date: 2024.10.04 13:48:28 -0500

Building Services Project Manager

10/4/2024

(Signature)

(Title)

(Date)

251-208-7519

chad.holm@cityofmobile.org

Telephone Number

Email Address

Reviewed By (Office of Supplier Diversity)

[Signature]

Supplier Diversity Mgr.

(Signature)

(Title)

10/14/2024

(Date)

Approved By (CAO)



Alabama Secretary of State



Butler Complete Services LLC	
Entity ID Number	000 - 872 - 343
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	07/11/2021
Registered Agent Name	Butler, James D
Registered Office Street Address	2808 Gaslight In East Al, AL 36695
Registered Office Mailing Address	2808 Gaslight In East al, AL 36695
Nature of Business	
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	<u>2022</u>
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/11/2021 Certificate of Formation 3 pgs.

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



Company ID Number: 1722021

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Butler Complete Services, LLC
Company Facility Address	2808 Gaslight Ln East Mobile, AL 36695
Company Alternate Address	2808 Gaslight Ln East Mobile, AL 36695
County or Parish	MOBILE
Employer Identification Number	871737327
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1722021

Approved by:

Employer Butler Complete Services, LLC	
Name (Please Type or Print) JAMES BUTLER	Title
Signature Electronically Signed	Date 08/01/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2024

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

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

PRODUCER Southern Shield Group, Inc. 11141 Hwy 31 Ste B Spanish Fort AL 36527		CONTACT NAME: Garry Bulman PHONE (A/C, No, Ext): (251) 725-9172 FAX (A/C, No): (251) 725-9173 E-MAIL ADDRESS: garry@southernshieldinsurance.com	
INSURED BUTLER COMPLETE SERVICES, LLC 2808 GASLIGHT LN E MOBILE AL 36695		INSURER(S) AFFORDING COVERAGE INSURER A: ACE PROP & CAS INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20699	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y	Y	D97155161	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	2007285786	01/08/2024	01/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$		Y	D97155185	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Mobile is included as an Additional Insured in respect to the General Liability, Automobile Liability and Umbrella Liability. All policies, except

Workers Compensation shall be Primary and Non Contributory with any other insurance in force or which may be purchased by Additionally Insured. Waive of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability.

30

days Notice of Cancellation, non renewal or material change shall apply (except 10 days)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile Architectural Engineering Department PO Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Southern Shield Group, Inc.		NAMED INSURED BUTLER COMPLETE SERVICES, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project Name:

Landscapeservices@variouscityfacilities SC-017-25

GENERAL CONDITIONS SC-017-25 – LANDSCAPING SERVICES

1. GENERAL REQUIREMENTS:

- A. The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. The Work:** The term “Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor’s obligations.
- D. The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor’s Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

- G. Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor’s technicians or workmen shall be qualified and have had sufficient education, training, and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J.** The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Service Contractor.
- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. **CHANGES IN THE WORK:**

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. **SCHEDULE:**

- A. **STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. **PAYMENTS:**

- A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- B. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
 - 1) Payments shall be made monthly upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. **SAFETY:**

- A. The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such

operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

- 1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.
- 2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:
 - a) Bodily Injury \$1,000,000 each person
 \$1,000,000 each occurrence
 - b) Property Damage \$1,000,000 each occurrence
 - c) Or Bodily Injury \$1,000,000 combined single limit and
 Property DamageSuch comprehensive policy shall include the following:
 - a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
 - b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
 - c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
 - d) Broad Form Property Damage Coverage, including Completed Operations.

- e) Personal Injury Liability, with employee's exclusions removed.
 - f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
 - g) Care, custody, and control for property in the care, custody and control of the Service Contractor.
- 3) Comprehensive Automobile Liability:
The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | |
|-------------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury and | \$1,000,000 combined single
limit Property Damage |
- 4) Excess/Umbrella Liability:
a) \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

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

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the law of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- E.** No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F.** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City

License at the time of Bidding.

- I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A. The Owner may terminate the Contract for cause if the Service Contractor:
 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES:

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities – Landscaping Services
Project #SC-017-25

Date: October 16, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated October 9, 2024. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated October 16, 2024, and agenda are attached and form part of Addendum No. 1.
- Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.
- Item 3. Question. *In the Bid From, Base Bid – Landscaping Services – UNIT PRICING – VARIOUS LOCATIONS, for Year 1, 2, and 3, what measurement units should be used to price Additional Pre-Emergent Herbicide and Additional Turf Pesticide applications upon request?*

Answer. Unit pricing for these specific services should be priced on a per acre basis, with a minimum of .25 acres allowable for pricing.

END OF ADDENDUM NO. 1

**Service Contract – Landscaping Services –
Various City of Mobile Facilities
Project # SC-017-25
PRE-BID CONFERENCE
10:00am Wednesday, October 16, 2024
205 Government Street, Mobile, Alabama 36602**

AGENDA

- 1) Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

A. Introductions – Building Services Department, Project Manager
Chad Holm, 251-208-7519 office; chad.holm@cityofmobile.org
REAM Operations Manager
Jacob Laurence, 251-422-3312; laurencej@cityofmobile.org

2) Discussion of Scope of Work:

- A. The scope of this project is to:
- 1) Provide a Base Bid for furnishing all labor, materials, tools, supplies, equipment, miscellaneous fees, transportation, and other items as necessary for the performance and successful completion of Landscaping Services for various City of Mobile facilities, as directed by the City of Mobile, Building Services Department, as outlined in the Bid Documents, dated October 9, 2024.
- B. A City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
- C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule visits for repairs and shall secure the area of the site in which they are working.
- D. Site access shall be limited to work days agreed upon in advance by the Buildings Services Project Manager, or authorized site representative and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
- E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
- F. Work hours shall typically be 7am to 5pm. Seasonal exceptions may be requested and granted through the respective site manager and Building Services Project Manager.
- G. Upon coordination with the Building Services Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
- H. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for up to two (2) additional one-year terms following the initial year.

3) Bidding instructions, forms, special requirements and time:

- A. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to laurencej@cityofmobile.org.
- B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.
- C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
- D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids \$250,000 or more.
- E. Receipt of Sealed Bids shall be Wednesday, October 23, 2024, no later than 2:00 P.M., in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.

- F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

4) Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. On all documents: City of Mobile Business License, General; Contractors License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be exactly the same.

5) Payment requirements.

- a. Invoices for services rendered shall be submitted monthly by the Service Contractor monthly to the Building Services Department. Invoices shall be received no later than the 25th day of each month.

6) Adjourn.

ATTENDANCE ROSTER

[illegible]

ATLAS\FORMS\PROJECT\SC-017-25 Attendance Roster Pre-Bid

Updated 10/15/2024



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with McCrory & Williams, Inc. for engineering services.

Amount of Contract:

\$113,805.00

Funding Source

G-TAPTA24

ATTACHMENTS:

1. 2024-3005-17 2024 TAP Downtown Mobile Sidewalk Improvements (McCrory & Williams, Inc.)

REVIEWERS:

Jessica White

Nicholas Amberger

Randy Threadgill

Chris Kern

James Barber

GRANT CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: 2024 TAP Downtown Mobile Sidewalk Improvements 2024-3005-17
GRANT PROJECT # G-TAPTA24

PROJECT DESCRIPTION Sidewalk Improvements

GRANT CONTRACT AMOUNT \$113,805.00

VENDOR NAME McCrary & Williams, Inc.

VENDOR NUMBER 132093

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR Nick Amberger

Please Select by circling one (Type):

Construction **Consultant** Geo Tech Professional Services

Prepared by: Jessica White **Date** 11/22/2024

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilman William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

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

Name of Company: McCrory & Williams, Inc.

Project Name: 2024 TAP Downtown Sidewalk Improvements
 COM Project# 2024-3005-17

Estimated Cost: \$113,805.00

Adopted:

City Clerk



**2024 TAP DOWNTOWN MOBILE SIDEWALK
IMPROVEMENTS**

**PROJECT NO. 2024-3005-17
TAPMB-TA24(945)**

ENGINEER:

McCRORY & WILLIAMS, INC.



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **McCRORY & WILLIAMS, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **McCRORY & WILLIAMS, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the Design Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – 2024 TAP DOWNTOWN MOBILE SIDEWALK IMPROVEMENTS, City of Mobile Project No. 2024-3005-17. This is for engineering design of accessible sidewalks and handicap ramps in accordance with PROWAG. (See Exhibit A for approximate location). **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents and advertisement and evaluation of bids as directed by the CITY ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

A. DESIGN PHASE

1. General

- a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.
- b. Requirements under this task shall include all work necessary to provide all surveys, plans, drawings, specifications, cost estimates, all required permits, utility coordination, and other documents necessary for the advertisement of bids of the final PROJECT.
- c. All plans must be designed under the direct supervision of the ENGINEER. The ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.

2. Preliminary Engineering

- a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents
- b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.
- c. Review historical information of frequent flooding areas and high water elevations within the associated watershed areas.
- d. Identify and obtain all permits required by federal, state and local agencies in order to complete the PROJECT.
- e. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.

3. Design Surveys

- a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with all necessary design surveys, as needed, to obtain information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others can be used for design if all necessary information is available and shown. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT. The ENGINEER may supplement the GIS data with field verified data and survey data. All utilities shall be shown on the plans as well as approximate depth.

- b. Field stake the reference line within the existing or proposed rights of way at a maximum of 100-foot intervals. Reference points shall be established at maximum 1,000 foot spacing and at all changes in alignment.
 - c. Perform a topographic survey, as needed, along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.
 - d. Establish elevation benchmarks, as needed, within existing and proposed rights of way at a maximum of 1,000 foot intervals. Bench marks shall be tied to USGS bench marks, or other approved elevation datum.
 - e. Determine elevations, as needed, at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, if needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 50 feet on both sides at each cross-section.
 - f. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.
4. Right of Way and Easement Survey Requirements
- a. Right of Way and Easement Surveys
 - (1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.
 - (2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all corners and break points and other locations specified by the CITY ENGINEER.
 - b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:
 - (1) Existing right of way, easements (temporary and permanent) and property lines.
 - (2) Edge of existing and proposed Channel.
 - (3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.
 - (4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the CITY ENGINEER no later than the 60% submittal.

5. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, drainage calculations, Design Construction Cost Estimate, all required permit documentation, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall submit a booklet of photos that clearly depict the PROJECT before construction. Work shall include concrete sidewalk demolition and construction, tree trimming/removal, asphalt milling and patching, striping, and signing. The ENGINEER shall take into consideration any known ponding areas that occur at ramp locations and shall remedy them where possible. The plans will show all existing features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the Design Phase to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT. The ENGINEER shall provide coordination with all State and Federal Agencies in conjunction with this project.

The CITY and ALDOT will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments, to determine Agreement compliance for approving fee requests, and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at four (4) stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

- (1) **30% Design Submittal** (approximately 30% completion) shall be made **Twelve (12) weeks** after the Notice to Proceed is received by ENGINEER. Plans will include details of field surveyed/GIS information such as trees, drainage structures, all utilities, property lines and owners, rights-of-way, easements, obstructions, problem areas and

any other pertinent information. Plans shall be provided to each utility at this time with the CITY copied on all correspondence. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, including contact information for each utility.

- (2) **60% Design Submittal** (approximately 60% completion) shall be made **Eight (8) weeks** after 30% comments are received by ENGINEER. Plan layout sheets, typical sections, drainage sections, Traffic Control plan sheets, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Plans shall again be provided to each utility at this time with the CITY copied on all correspondence. Show utilities on the plans, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence. Detailed easement documents, both temporary and permanent, shall be submitted. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.

Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed by the ENGINEER. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.

If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required.

- (3) **90% Design Submittal** (approximately 90% completion) shall be made **Four (4) weeks** after 60% comments are received by ENGINEER. Updated plan sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost

estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.

Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.

- (4) **100% Design Submittal** shall be made **Four (4) weeks** after 90% comments are received by ENGINEER. A final review shall be made by the CITY ENGINEER. Final Design submittal shall be made after all administrative review comments from the 100% review have been addressed and incorporated into the plans and the complete work is ready for advertisement.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
 - c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
 - d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.
 - e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.
 - f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically

directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

6. PROJECT Closeout

- a. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 30% of this CONTRACT shall not exceed \$41,000.00 (Forty-One Thousand Dollars and Zero Cents).
 - b. Based on the results of the 30% submittal review, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. Payment for work performed in Section III.A through 60% Design completion shall not exceed \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents).
 - c. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents).
 - d. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design in accordance with Section III.A of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed \$7,805.00 (Seven Thousand Eight Hundred Five Dollars and Zero Cents).
 - e. Full payment cannot be paid to the ENGINEER until all close out documents have been received. See Exhibit E for requirements for close out

requirements. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$98,805.00 (Ninety-Eight Thousand Eight Hundred Five Dollars and Zero Cents).

- f. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$15,000.00 (Fifteen Thousand Dollars and No Cents).
2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$113,805.00 (One Hundred Thirteen Thousand Eight Hundred Five Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMINIFICATION**: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to

ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

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

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

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

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

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

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned,

non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is ALDOT Transportation Alternatives Program (TAP) and CITY Capital Funding. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

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

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

McCRORY & WILLIAMS, INC.

By: Carah Vuncannon
Print: CARAH VUNCANNON
Its: President
Address: 3207 INTERNATIONAL Dr.
Suite G
MOBILE, AL 36606
Telephone: 251-476-4720

STATE OF ALABAMA
CITY OF MOBILE

I, MARY JANE DONOGHUE, a Notary Public in and for said State and County, hereby
certify that CARAH VUNCANNON, whose name as President of
McCRORY & WILLIAMS, INC. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 15TH day of Nov., 2024.



Mary Jane Donoghue
NOTARY PUBLIC

My Commission Expires: 9-10-2028

EXHIBIT A: PROJECT LOCATION

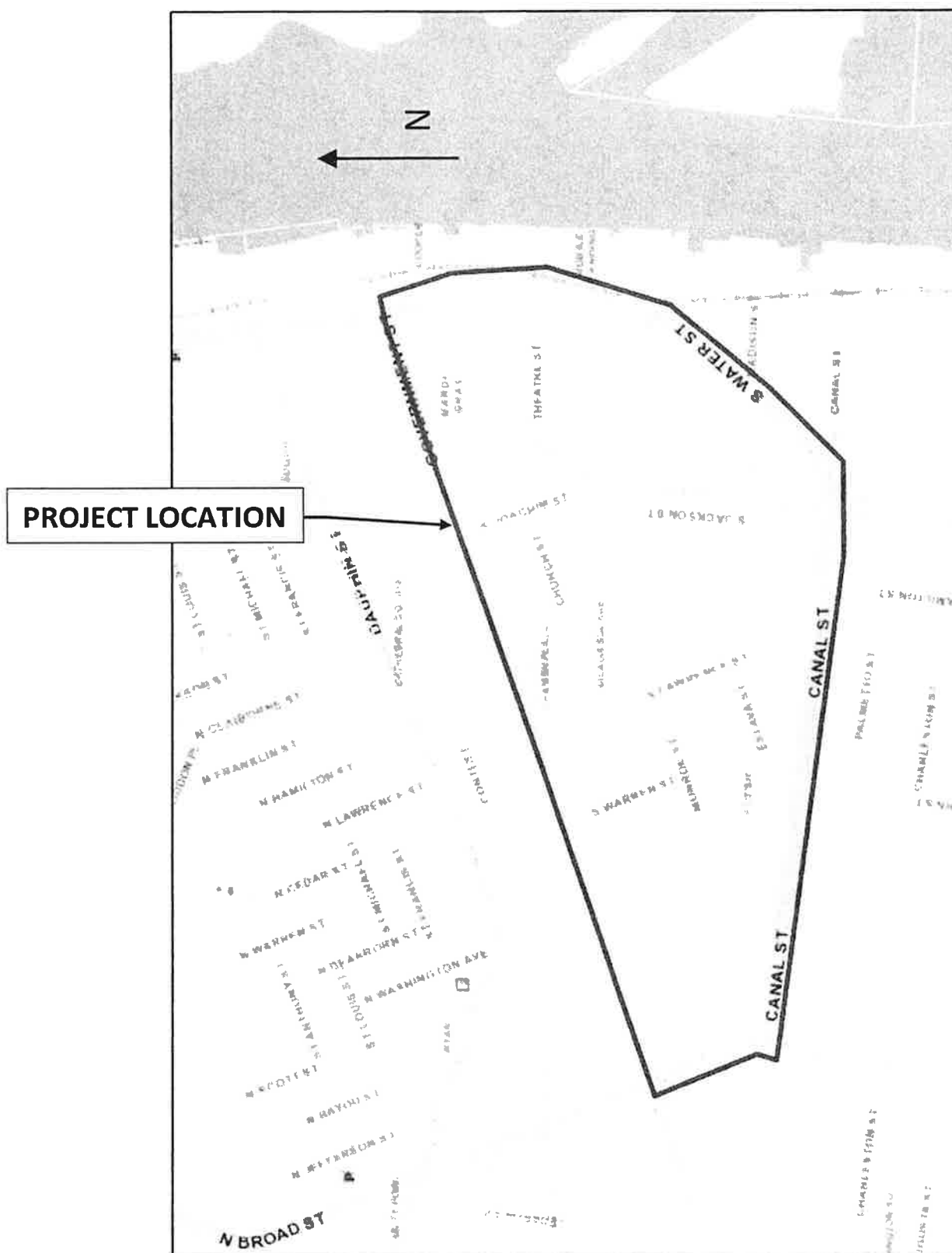


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **2024 TAP DOWNTOWN MOBILE SIDEWALK IMPROVEMENTS**, City of Mobile Project No. **2024-3005-17**.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be \$960,000.00 [**Nine Hundred Sixty Thousand Dollars and No Cents**].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Design fees to be paid the ENGINEER shall not exceed \$113,805.00 [**One Hundred Thirteen Thousand Eight Hundred Five Dollars and No Cents**], unless authorized by the CITY.

CITY DISTRICT: District 2

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase	
30% (Including Surveying).....	\$ 41,000.00
60%.....	\$ 25,000.00
90%.....	\$ 25,000.00
100%.....	\$ 7,805.00

Additional Services (If requested in writing by the City Engineer)..... \$ 15,000.00

Total Contract Amount including Additional Services **\$ 113,805.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Pictures of PROJECT site during design
- Correspondence affecting Construction
- Correspondence with all Utility Companies
- CADD files of drawings
- Pdf's of drawings
- All Word and Excel files associated with the project

EXHIBIT F: INSURANCE CERTIFICATIONS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT G: SUBCONTRACTING PLAN,
DBE UTILIZATION REPORT,
E-VERIFY AFFIDAVIT,
EVERIFY REGISTRATION DOCUMENTATION,
AND
SECRETARY OF STATE RECORD

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of McCRORY & WILLIAMS.

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

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

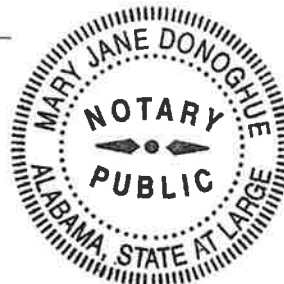
I further attest that said McCRORY & WILLIAMS is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 521538.

Carah Vanceanon
CEO of McCRORY & WILLIAMS

Sworn to and subscribed before me this the 15th day of NOVEMBER, 2024.

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

Mary Jane Donoghue
Signature and Seal of Notary Public





OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Section I. Information about your company

FORM 1: Background and Plan

Company	McCrary & Williams Inc
Address	3207 International Drive Suite C Mobile, AL 36606
Telephone	251-476-4720
E-Mail	cvuncannon@mcwinc.com

RFP/RFQ Solicitation Number	2024-3005-17 TAPMB-TA24 (945)
Project Description	2024 TAP DOWNTOWN MOBILE SIDEWALK IMPROVEMENTS
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 21 Female 6 Minority 3 Non-minority 24 SDVO
Total # of Employees	27

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CARAH VUNCANNON Date: 11/15/24
Signature: Carah Vuncannon
Title: President

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

Name: SANTA FINCH Title: DBE Coordinator
Email: s.finch@mcwinc.com Phone: 251-476-4720

Page 2 of 5
Subcontractor/Supplier Plan rev. 7/29/2021



Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archieque.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Date: 11/14/2024

Please Print Company McCrack & Williams your Bid/Proposal Amount \$ 113,805.00

11	14	2024	Description	2024 TAPDOWN TOWN MOBILE SINKHOLE IMPROVEMENTS
11	14	2024	Description	2024 TAPDOWN TOWN MOBILE SINKHOLE IMPROVEMENTS

Name of Bidder/Proposer: SEAN M ESTES MCCREY & W. C. AMES, LLC

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

[illegible]



OFFICE OF THE COMPTROLLER
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder:

McCordy & Williams, Inc

Contact Person:

Sean McEstes

Phone: *251-476-4720* Email: *sestes@mcw-inc.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 PLANNING AND ECONOMIC DEVELOPMENT
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.

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

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:

McKerry & Williams LLC

Certified DBE:

YES

NO

Contract Start Date:

DESCRIPTION: *2024-3005-17 TAPMB-TA 24 (945)*

2024 TAP DOWNTOWN MOBILE SIDEWALK IMPROVEMENTS

Estimated Completion Date:

This report is for the month of:
(CHECK ONE):

JAN
FEB
MARCH

APR
MAY
JUNE

JULY
AUG
SEPT

OCT
NOV
DEC

FINAL

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$ <i>113,805.00</i>	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
<i>Norman Hill consulting solutions</i>	<i>Construction Inspection</i>	<i>\$ 17,071.00</i>	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

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

PRINT NAME:

PARAH VINCANNON

SIGNATURE:

Parah Vincannon President *11/15/24*
(Title) (Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2024

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	CONTACT NAME: Jackie Murk	
RSC Insurance Brokerage, Inc.	PHONE (A/C, No, Ext):	FAX (A/C, No):
2081 Columbiana Road	E-MAIL ADDRESS: jmurk@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Birmingham AL 35242	INSURER A: Beazley America Insurance Company, Inc.	16510
INSURED	INSURER B:	
McCrary & Williams, Inc.	INSURER C:	
3207 International Dr.	INSURER D:	
Suite G	INSURER E:	
Mobile AL 36606	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		Y	C19478241001	08/08/2024	08/08/2025	Each Claim \$2,000,000 Aggregate \$2,000,000

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

Project: 2024 TAP Downtown Mobile Sidewalk Improvements
Project No.: 2024-3005-17 TAPMB-TA24 (945)

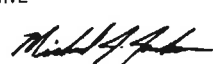
Waiver of Subrogation applies in favor of City of Mobile.

Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

These provisions must be required and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 180249 Mobile AL 36618-0249	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2024

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  Lad Drago Insurance and Financial Services 7623 Spanish Fort Blvd Spanish Fort AL 36527	CONTACT NAME: Lad Drago PHONE (A/C, No, Ext): 251-626-1237 FAX (A/C, No): 251-243-4174 E-MAIL: Lad@LadDragoInsurance.com ADDRESS: Lad@LadDragoInsurance.com
INSURED McCrory & Williams Inc 3207 International Drive Suite G Mobile AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B: State Farm Fire and Casualty Company NAIC # 25143 INSURER C: ☐ INSURER D: ☐ INSURER E: ☐ INSURER F: ☐

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	93-B1-Y007-7	08/08/2024	08/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	413 5975-ENOL 593 3851-C10-01C 576 6063-D01-01E 599 0870-B21-01A	09/06/2024 03/10/2024 04/01/2024 08/21/2024	03/06/2025 03/10/2025 04/01/2025 02/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			93-38-0297-8	08/08/2024	08/08/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ ☒ PER STATUTE ☐ OTH-ER \$	
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 N	N/A	Y	93-B7-T512-6	08/08/2024	08/08/2025	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Combined Single Limit 1,000,000
A	AUTOMOBILE LIABILITY Autos (Additional Policies)	Y	Y	4135975, 3926159, 5913103	04/10/2024	04/10/2025		

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

Product Description: 2024 TAP Downtown Mobile Sidewalk Improvements

Project No.: 2024-3005-17 TAPMB-TA24 (945)

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

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO Box 1827

Mobile

AL 36633-1827

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

Katie Mornment

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THE
ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF MINORITY BUSINESS ENTERPRISE
FOR THE
STATE OF ALABAMA
GOVERNOR KAY IVEY



Hereby Declares That

MCCRORY & WILLIAMS, INC.

Mobile, Alabama

has been certified as a woman-owned
business in The State of Alabama.

Given under my hand, at the City of Montgomery,
this the 27th day of August in the year of our Lord 2024.

A handwritten signature in black ink, appearing to read "Ken Boswell", is written over a horizontal line.

Kenneth W. Boswell, Director ADECA

Certificate No. WBE-0824240-141-R2 (Female) This designation expires two years from the above date.



Alabama Secretary of State



McCrory & Williams, Inc.	
Entity ID Number	000-038-882
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/09/1975
Registered Agent Name	WILLIAM E. WILKERSON
Registered Office Street Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Registered Office Mailing Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Nature of Business	CONSULTING ENGINEERS
Capital Authorized	\$11,000
Capital Paid In	\$2,000
Incorporators	
Incorporator Name	MCCRORY, WILLIAM C
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	WILLIAMS, RICHARD J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCCRORY, MARY PEAVY
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004

McCrory & Williams, Inc.	
	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	06/10/1977
Legal Name Changed From	McCrory & Associates, Incorporated
Transaction Date	12/15/1997
Registered Agent Changed From	* Added
Transaction Date	04/19/1999
Capital Amounts Changed From	\$1,000 Authorized \$1,000 Paid In
Transaction Date	04/19/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	08/17/2021
Registered Agent Changed From	WILLIAMS, RICHARD J 2477 COMMERCIAL PARK DR MOBILE, AL 36606
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	12/15/1997 Registered Agent Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Capital Amounts Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	08/17/2021 Registered Agent Change 2 pgs.

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[New Search](#)



Alabama Secretary of State



McCrory & Williams, Inc.	
Entity ID Number	000-038-882
Annual Report Year	2024
Date Processed	04/16/2024
Reported Legal Name	MCCRORY & WILLIMAS, INC
Reported Address	3207 INTERNATIONAL DRIVE, SUITE G MOBILE, AL 36606
Reported Mailing Address	3207 INTERNATIONAL DRIVE, SUITE G MOBILE, AL 36606
Agent as Reported	WILLIMA E WILKERSON 2021 CATHEDRAL WAY MOBILE, AL 36616
Agent Mailing Address	2021 CATHEDRAL WAY MOBILE, AL 36616
President	CARAH B VUNCANNON 105 GOLMON CIRCLE DAPHNE, AL 36526
President Mailing Address	105 GOLMON CIRCLE DAPHNE, AL 36526
Secretary	MERLIN J MILLER 4155 DEER PARK BURBANK ROAD VINEGAR BEND, AL 36584
Secretary Mailing Address	4155 DEER PARK BURBANK ROAD VINEGAR BEND, AL 36584
Business Type	ENGINEERING/SURVEY SERVICES

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

Company ID Number: 521538

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **McCrory & Williams, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

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

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that

- contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9

- process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer

- should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 521538

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



Company ID Number: 521538

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

Company ID Number: 521538

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Company ID Number: 521538

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 521538

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 521538

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 521538

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **McCrory & Williams, Inc.**

Teresa Dorriety

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **McCrory & Williams, Inc.**

Company Facility Address: **3207 International Drive, Suite G**

Mobile, AL 36606

Company Alternate
Address:

County or Parish: **MOBILE**

Employer Identification
Number: **630697109**



Company ID Number: 521538

North American Industry
Classification Systems
Code: **541**

Administrator:

Number of Employees: **20 to 99**

Number of Sites Verified
for: **2**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Teresa B Dorriety**
Telephone Number: **(251) 476 - 4720**
E-mail Address: **tdorriety@mcwinc.com**

Fax Number: **(251) 476 - 4721**



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 10, 2024

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Davis South Barnette & Patrick LLC for advertising, digital, and public relations professional services for recycling initiatives.

Amount of Contract:

\$19,850.00

Funding Source

Recycling Partnership Grant

ATTACHMENTS:

1. 2024 Agenda Package DS

REVIEWERS:

Donald Rose
Randy Threadgill
Chris Kern
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 3 December 2024 Item No. _____
Date

Submitted by: Lance Slater Resilience
Department Department Head

Sponsored by: Mayor William S. Stimpson _____
Name Title

Reviewed by: Rob Lasky/ Jason Johnson
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Davis South Barnette & Patrick LLC

PURPOSE & SCOPE OF PROJECT:

Contract with Davis South Barnette & Patrick LLC for advertising, digital, and public relations
professional services for recycling initiatives.
Recycling Partnership Grant

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$19,850.00

FUNDING SOURCE:

Budget Item: Grant.proj G-RECPRTN Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: Upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Davis South Barnette & Patrick, LLC, for advertising, digital and public relations professional services promoting recycling, in the amount not to exceed \$19,850.00, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



Professional Services Contract **City of Mobile**

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and Davis South Barnette & Patrick, LLC ("Service Provider").

WHEREAS, Service Provider is uniquely qualified and engaged in the business of advertising, digital and public relations.

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF WORK:** The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as described in Service Provider's letter of engagement dated November 12, 2024, found as **Exhibit A** to this agreement. In the event of a conflict between the terms of this Agreement and the terms of **Exhibit A**, the terms of this Agreement shall control. The City's Project Manager for this agreement will be the City's Director of Communications, or her designated representative. The Project Manager and Service Provider may adjust the Scope of Work upon mutual agreement is determined to efficiently accomplish the project.
2. **TERM:** The Services shall be commenced and performed upon execution of this Agreement and continue thereafter until completion of the tasks described in Exhibit A, or by September 30, 2025, whichever is later.
3. **COMPENSATION:** The total amount to be compensated to Service Provider under this agreement is not to exceed \$19,850.00. The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule attached in **Exhibit A**. The City will not be responsible for payment of any interest, late fees, collection fees, or attorney's fees.
4. **INVOICE:** The Service Provider shall submit documented invoices showing work performed at appropriate intervals of project completion in accordance with **Exhibit A** and upon mutual agreement of the parties.
5. **CONFIDENTIALITY:** Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data

shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. **RIGHTS IN DATA:** All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

7. **INSURANCE REQUIREMENTS:** Service Provider shall maintain the following coverages while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000

Service Provider will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Service Provider shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance. Evidence of such insurance may be found as **Exhibit B** to this agreement.

8. **INDEMNITY:** The Service Provider shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Service Provider or the Service Provider's agent, Service Provider under contract, or other entity for which Service Provider is legally liable. Service Provider shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Service Provider or its agents covered by Service Provider's policy of professional liability insurance

in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Service Provider to procure and maintain professional liability insurance that satisfies the named requirements. Service Provider shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Service Provider's liability, or in proportion to the extent Service Provider participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Service Provider to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes, case law or otherwise available to the City.

9. **ANTI-DISCRIMINATION:** Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. **ANTI-BOYCOTT:** By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

11. **VENUE/JURISDICTION:** The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

12. **STANDARD OF PERFORMANCE.** Service Provider shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

13. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an

unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

15. **FORCE MAJEURE:** The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

16. **NO PARTNERSHIP CREATED:** Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

17. **NO THIRD-PARTY BENEFIT:** Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. **TERMINATION:** Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

20. **NOTICE:** Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City: City of Mobile
P.O Box 1827
Mobile, AL 36633

Service Provider: Davis South Barnette & Patrick, LLC
First Floor, 2 South Water Street
Mobile, AL 36602

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

SERVICE PROVIDER, Davis South Barnette & Patrick, LLC

BY: DON DAVIS

Date: 11-20-24

Its President (Title)

ACKNOWLEDGEMENT

The State of Alabama }

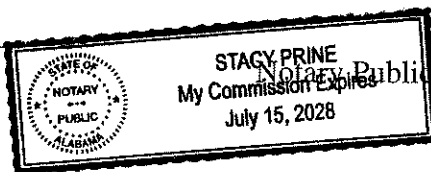
Mobile County }

I, Stacy Prine, a Notary Public, in and for said County in said State,

hereby certify that Don Davis whose name as President of Davis South Barnette & Patrick, LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 20th day of November, 2024

Stacy Prine
(Seal)



CITY OF MOBILE, A Municipal Corporation

BY: _____
Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Exhibit: A Service Provider Proposal dated November 12, 2024
B Evidence of Insurance



November 12, 2024

Candace Cooksey
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

Candace:

Per our recent conversation, the partners of Davis South Barnette & Patrick are submitting this letter of engagement to assist you and your in-house team with “as needed” creative and advertising services. For planning purposes, DSB&P is offering a project-based fee structure. This will allow our team to seamlessly integrate with your existing “in-house” creative team on current and future projects. We recognize that this agreement is not an exclusive arrangement and that the City of Mobile can/will potentially decide to work with other agencies for similar services.

The following project-based fee structure is based on a blended billing rate of \$165 per billable hour.

All projects will require written approval from the City of Mobile’s representative prior to any jobs being added to the DSB&P production schedule.

<u>Job Function</u>	<u>Hourly Rate</u>
Creative: Concepting	\$220
Creative: Art Direction	\$200
Creative: Graphic Design	\$145
Creative: Copywriting	\$175
Creative: Production	\$115
Digital: Media Planning	\$125
Digital: Media Buying/Placement	\$125
Digital: Media Auditing	\$115
Digital: Research	\$115
Web: Programming/Design/Coding	\$235
Web: Maintenance	\$140
Web: Analytics	\$155
Traditional Media: Planning	\$125
Traditional Media: Buying/Placement	\$125
Traditional Media: Auditing	\$115
Brand Management	\$145
Project Management	\$115
Account Services	\$115

Again, DSB&P will work seamlessly with the City’s inhouse creative team – utilizing existing resources, creative, copy, photography and video. If and when applicable, all hard costs (including

but not limited to photography – both custom and stock, radio and television production, traditional media, printing, postage and fulfillment, etc. will be billed at cost plus 15%. Digital media will be billed at cost plus 25%. As outlined above, DSB&P will use a blended billing rate of \$165 per billable hour.

Standard Disclaimer

Client agrees to pay all DSB&P invoices upon receipt. In the case of any dispute with an invoice, Client agrees to notify DSB&P within 10 (ten) days of receipt of the invoice that there is a dispute and work to reach resolution of the problem. If an invoice is not paid within 30 (thirty) days, DSB&P will charge from the date of the invoice interest at the rate of 1.5% per month on overdue balances. In the event of any breach of any term of this Agreement by Client, or if DSB&P turns over any past due invoices for collection, Client agrees to pay all expenses, including reasonable attorney fees, and all cost of collection, regardless whether the same is collected or secured by suit or otherwise.

DSB&P will be paid for all authorized work up to the effective date of termination and for all advertising appearing or having closing dates before said termination date.

All work and material of any kind, including without limitation, all ideas, plans, advertising materials or special materials submitted or developed by DSB&P for Client during the term of this Agreement and paid for by Client, including all copyright therein, is and shall be the property of Client.

We look forward to working with you and your team.

Regards,

Don Davis
Davis South Barnette & Patrick

Candace Cooksey
City of Mobile

Addendum A
Recycling Partnership Project

DSB&P to tweak existing creative for print and digital. Media buys will include Lagniappe and digital display (and potentially other digital tactics including paid social ads, geofencing, video ads and some limited SEO). DSB&P to work with current budget balance of \$19,850 to include creative and media placement.

Recycling Budget:

Paid Advertising	<u>Outlet</u>	<u>Total</u>
	• Lagniappe	\$6,000
	• Digital	<u>\$10,975</u>
		\$16,975

Agency Fees	<u>Task</u>	<u>Hourly Rate</u>	<u>Total</u>
	• Creative: Art Direction	\$200x2	\$ 400
	• Creative: Copywriting	\$175x3	\$ 525
	• Creative: Production	\$115x8	\$ 920
	• Digital: Media Planning	\$125x3	\$ 375
	• Digital: Media Buying/Placement	\$125x3	\$ 375
	• Account Services	<u>\$115x2</u>	<u>\$ 230</u>
		23 hours	\$ 2,875
Budget Total:			\$19,850



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/26/2024

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 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 COASTAL INSURANCE GROUP, LLC 2 S FLORIDA ST MOBILE, AL 36606	CONTACT NAME: KURT WIELKENS PHONE (A/C, No, Ext): 251-344-9898 FAX (A/C, No): 251-344-5885 E-MAIL ADDRESS: kurt@coastalinsgrp.com PRODUCER CUSTOMER ID #:														
INSURED DAVIS SOUTH BARNETTE & PATRICK, LLC 2 S WATER ST MOBILE, AL 36602	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : ACCREDITED SURETY AND CASUALTY</td><td>26379</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACCREDITED SURETY AND CASUALTY	26379	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	☐	☒	1ABPAL05132582602	08/30/2024	08/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ EXCL GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	☐	☐				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$	☐	☐				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	☐	☒				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EXECUTIVE DIRECTOR, PUBLIC SAFETY CITY OF MOBILE IS LISTED AS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

EXECUTIVE DIRECTOR, PUBLIC SAFETY CITY OF MOBILE 205 GOVERNMENT ST MOBILE AL 36602	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 KURT E WIELKENS <i>Kurt Wielkens</i>
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RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 6301 Grelot Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 10, 2024**, a public hearing will be held on the **14th** day of **January**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 6301 Grelot Road to allow multiple buildings on a single building site and shared access between multiple building sites.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on June 3, 2021 to allow shared access between multiple building sites, and multiple buildings on a single building site on property located at 6301 Grelot Road and described as follows:

LOT A, CHRIST UNITED CHURCH SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 77, PAGE 18 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO, LOT A, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2A OF CHRIST UNITED METHODIST CHURCH SUBDIVISION IN INSTRUMENT NUMBER 2023058385.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on September 17, 2024 allowing multiple buildings on a single building site and shared access between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested modification on November 21, 2024 and recommended approval of the Major Modification of the PUD.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Major Modification of the PUD is hereby approved.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of January, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 18th day of December, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6301 Grelot Road.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on June 3, 2021. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site and shared access between multiple building sites.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on June 3, 2021 to allow shared access between multiple building sites, and multiple buildings on a single building site on property located at 6301 Grelot Road and described as follows:

LOT A, CHRIST UNITED CHURCH SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 77, PAGE 18 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO, LOT A, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2A OF CHRIST UNITED METHODIST CHURCH SUBDIVISION IN INSTRUMENT NUMBER 2023058385.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on September 17, 2024 allowing multiple buildings on a single building site and shared access between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested modification on November 21, 2024 and recommended approval of the Major Modification of the PUD.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Major Modification of the PUD is hereby approved.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

**Christ United Methodist Church
6301 Grelot Road
Council District 6
Josh Woods**



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 4, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 21, 2024 considered the request of Christ United Methodist Church, for a Major Modification of a Previously Approved Planned Unit Development (PUD) allowing multiple buildings on a single building site and shared access between multiple building sites for the property located at 6301 Grelot Road.

After discussion it was decided to recommend approval of the modification request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments

AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on June 3, 2021 to allow shared access between multiple building sites, and multiple buildings on a single building site on property located at 6301 Grelot Road and described as follows:

LOT A, CHRIST UNITED CHURCH SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 77, PAGE 18 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO, LOT A, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2A OF CHRIST UNITED METHODIST CHURCH SUBDIVISION IN INSTRUMENT NUMBER 2023058385.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on September 17, 2024 allowing multiple buildings on a single building site and shared access between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested modification on November 21, 2024 and recommended approval of the Major Modification of the PUD.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Major Modification of the PUD is hereby approved.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

adopted:

Lisa Lambert, City Clerk

**Christ United Methodist Church
6301 Grelot Road
Council District 6
Josh Woods**

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6301 Grelot Road.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on June 3, 2021. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site and shared access between multiple building sites.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 22, 2024

Kari Givens
Byrd Surveying, LLC.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 6301 Grelot Road
MOD-003094-2024
Christ United Church West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 6
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site and shared access between multiple building sites.

Dear Applicant(s)/ Property Owner (s):

At its meeting on November 21, 2024, the Planning Commission considered the above referenced application.

After discussion the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council.

The advertising fee for this application based on the current legal description is **\$182.02**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

MOD-003094-2024 6301 Grelot Road
November 22, 2024

If you have any questions regarding this action, please call this office at 251-208-5895.

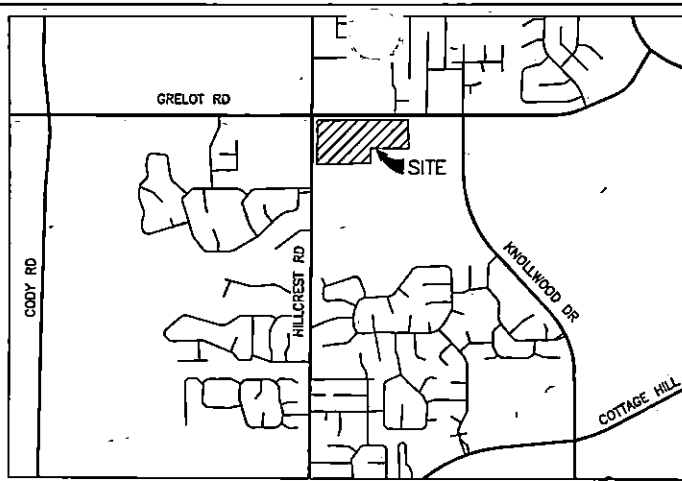
Sincerely,

MOBILE CITY PLANNING COMMISSION
Jennifer Denson, Secretary

By:



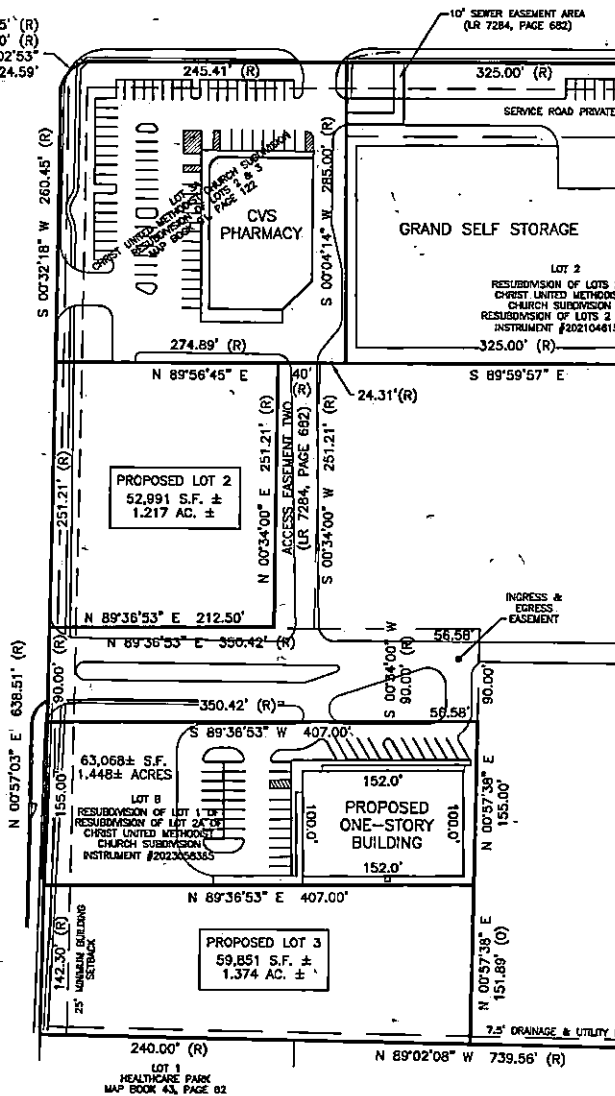
Stephen Guthrie
Deputy Director of Planning and Zoning



VICINITY MAP
NOT TO SCALE

L=38.85' (R)
R=25.00' (R)
D=89°02'53"
T=24.59'

HILLCREST ROAD (100' R.O.W.)



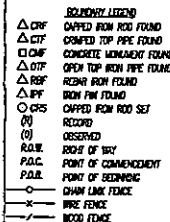
PUD NOTES:

- 1) ANY FUTURE CHANGES TO THE SITE PLAN WILL REQUIRE A NEW PLANNED UNIT DEVELOPMENT.
- 2) CITY OF MOBILE ENGINEERING DEPARTMENT NOTES:
 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 DEPARTMENT (208-5070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VII).
 2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, 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 (1994); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORMWATER RUNOFF CONTROL.
 4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
 5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
 6. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
- 3) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 51-929 AND CITY CODE CHAPTERS 57 AND 64. PRIVATE REMOVAL OF TREE IN THE RIGHT-OF-WAY WILL REQUIRE A TREE REMOVAL PERMIT.
- 4) ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE, (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDINGS.
- 5) DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINANCES.
- 6) NO STRUCTURES SHALL BE CONSTRUCTED OR PLACED IN ANY EASEMENTS.
- 7) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH SECTION 64-4A2 AND 64-4A.3.c OF THE ZONING ORDINANCE REGARDING PARKING LOT SCREENING.
- 8) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH TREE AND LANDSCAPING REQUIREMENTS OF SECTION 64-4.E. OF THE ZONING ORDINANCE.
- 9) ANY PROPOSED DUMPSTER TO BE INSTALLED IN COMPLIANCE WITH SECTION 64-4.D.P. OF THE ZONING ORDINANCE.

GENERAL NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 0109700537 L AND 0109700541 L, COMMUNITY NO. 015007, DATED JUNE 5, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X (UNSHADED)" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
2. ACTUAL BEARINGS SHOWN ARE REFERENCED TO STATE PLANE COORDINATES (WEST ZONE) NAD 83, U.S. SURVEY FEET. RECORD BEARINGS SHOWN TAKEN FROM RECORD PLAT CHRIST UNITED METHODIST CHURCH SUBDIVISION, RESUBDIVISION OF LOTS 2 AND 3 AS RECORDED IN MAP BOOK 91, PAGE 122.
3. NO STRUCTURES SHALL BE CONSTRUCTED OR PLACED WITHIN ANY EASEMENT WITHOUT PERMISSION OF THE EASEMENT HOLDER.
4. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
5. ANY ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHOULD MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

0 100 200



MOBILE COUNTY
ALABAMA

PUD DESCRIPTION:

LOT 1, CHRIST UNITED METHODIST CHURCH SUBDIVISION, AS RECORDED IN MAP BOOK 77 PAGE 18, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

LOTS A & B, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2A OF CHRIST UNITED METHODIST CHURCH SUBDIVISION, AS RECORDED IN INSTRUMENT NUMBER 2023058385, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

LOT 3A, CHRIST UNITED METHODIST CHURCH SUBDIVISION RESUBDIVISION OF LOTS 2 & 3, AS RECORDED IN MAP BOOK 91 PAGE 122, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

LOTS 1, 2, AND 3, RESUBDIVISION OF LOT 2A CHRIST UNITED METHODIST CHURCH SUBDIVISION RESUBDIVISION OF LOTS 2 & 3, AS RECORDED IN INSTRUMENT NUMBER 2021046151, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

ADDITIONAL PARCELS AND IMPROVEMENTS.

PUD SITE PLAN FOR
CHRIST UNITED CHURCH
SECTION 33, T-4-S, R-2-W
MOBILE COUNTY, ALABAMA



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 21, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 6301 Grelot Road
MOD-003094-2024
Christ United Church West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 6
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site and shared access between multiple building sites.

Dear Applicant(s)/ Property Owner (s):

After discussion the Planning Commission heldover the request until the November 21st meeting, with revisions submitted no later than November 8th, to allow the applicant to address the following:

1. Provide owner authorization for 6285 & 6293 Grelot Road and 1401 & 1475 Hillcrest Road; and
2. Revise the PUD site plan to depict the entirety of the PUD.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning



City of Mobile • Planning & Zoning
Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with seven (7) paper copies of this application by **NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

- | | |
|--|--|
| ☐ Conditional Use Permits
Checklist A | ☐ Rezoning, Text Amendment, or Specific Area Plan Amendments
Checklist B |
| ☐ Planned Development
Checklist C | ☒ Previously approved Planning Approvals or Planned Unit Development
Checklist D |

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	ROB BLACKWELL, ADMINISTRATOR	
Firm:	CHRIST UNITED CHURCH	
Phone:	251-232-4148	
Email:	rob.blackwell@christunited.com	
Address:	6101 GRELOT ROAD, MOBILE 36609	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

6101 & 6301 GRELOT ROAD	1,292,748 SF
Property Address	Property Area (acres or square feet)
KEY #02670292 & 01465818	
Parcel Number(s) or Key Number(s)	
B-3 & R-3	N/A
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

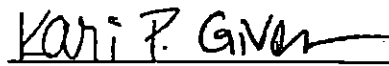
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

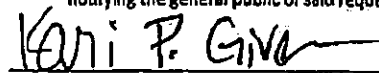

Owner Signature

9/16/24
Date


Applicant or Agent Signature (if applicable)

9/16/24
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.


Applicant or Agent Signature

9/16/24
Date

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For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
THIS MODIFICATION IS TO ADD LOTS TO THE EXISTING PUD FOR FUTURE DEVELOPMENT.

NEIGHBORHOOD CENTER - SUBURBAN
Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
THIS PROPOSAL AND PLAN IS COMMENSURATE WITH COMMERCIAL DEVELOPMENTS NEARBY AND OFFERS SOME
DIVERSITY IN THE AVAILABILITY OF SERVICES IN THE AREA. THE PLAN IS COMPATIBLE WITH THE SURROUNDING
NEIGHBORHOOD.
3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
THE CIVIL SITE DESIGN WILL ENSURE THAT THE IMPACT OF THIS DEVELOPMENT ON ADJACENT PROPERTIES IS KEPT TO
A MINIMUM.
4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No
5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

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6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

N/A

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

N/A

☐ Lighting:

N/A

☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

N/A

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare. THERE SHOULD BE NO NOXIOUS OR OFFENSIVE ELEMENTS OR EMISSIONS.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

THIS DEVELOPMENT OFFERS SOME DIVERSITY IN THE AVAILABILITY OF SERVICES IN THIS AREA.



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, ROB BLACKWELL, ADMINISTRATOR, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of CHRIST UNITED CHURCH, a corporation for the property located within the city limits of Mobile, Alabama at 6101 & 6301 GRELOT ROAD.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

BYRD SURVEYING

Designee (1)

bvrd@surveying.biz

Email

251-476-5010

Phone Number



Signature of Company Owner

Designee (2)

Email

Phone Number

9/16/24

Date

Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

October 21, 2024

Grand Self Storage, LLC
150 Government Street, Suite 1003A
Mobile, AL 36602

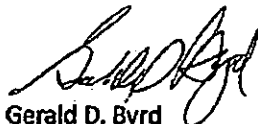
Christ United Church (CUC) was required by the Mobile City Planning Regulations to create a Planned Unit Development (PUD) in addition to the subdivision of their land to create the lot they sold you for your development. (See plat attached.) CUC is now proposing to create the two lots facing Hillcrest Road that are also shown on the attached plat. To do this, the City Planning Department requires approval from all companies owning land in the existing PUD and we are requesting for you to sign this letter and return to this office via U.S.P.S. or email.

If you have any questions concerning this proposal you may contact me or our office manager.

Gerald D. Byrd
jerry@byrdsurveying.biz
251-476-5010

Karl P. Givens
kari@byrdsurveying.biz
251-476-5010

Sincerely,



Gerald D. Byrd
GDB/kpg
Attachment

I approve of the proposed PUD modification for Christ United Church to create two additional lots.

C. William Campbell

Date 10-28-2024

2

CVS 7671 AL, LLC 5/0
CVS HEALTH CORPORATION ATTN:
PROPERTY ADMINISTRATION
1 CVS DR.
MOONSOCKET RI 02895

GRAND SELF STORAGE LLC
150 GOVERNMENT ST. STE 1003A
MOBILE AL 36602

RONNIE'S CAR WASH OF MOBILE
9/0 STEVEN CAMPBELL
7021 CHARLESTON OAKS DR. S.
MOBILE AL 36695

CHRIST UNITED CHURCH

GRELOT ROAD (100' R.O.W.)

GRELOT ROAD

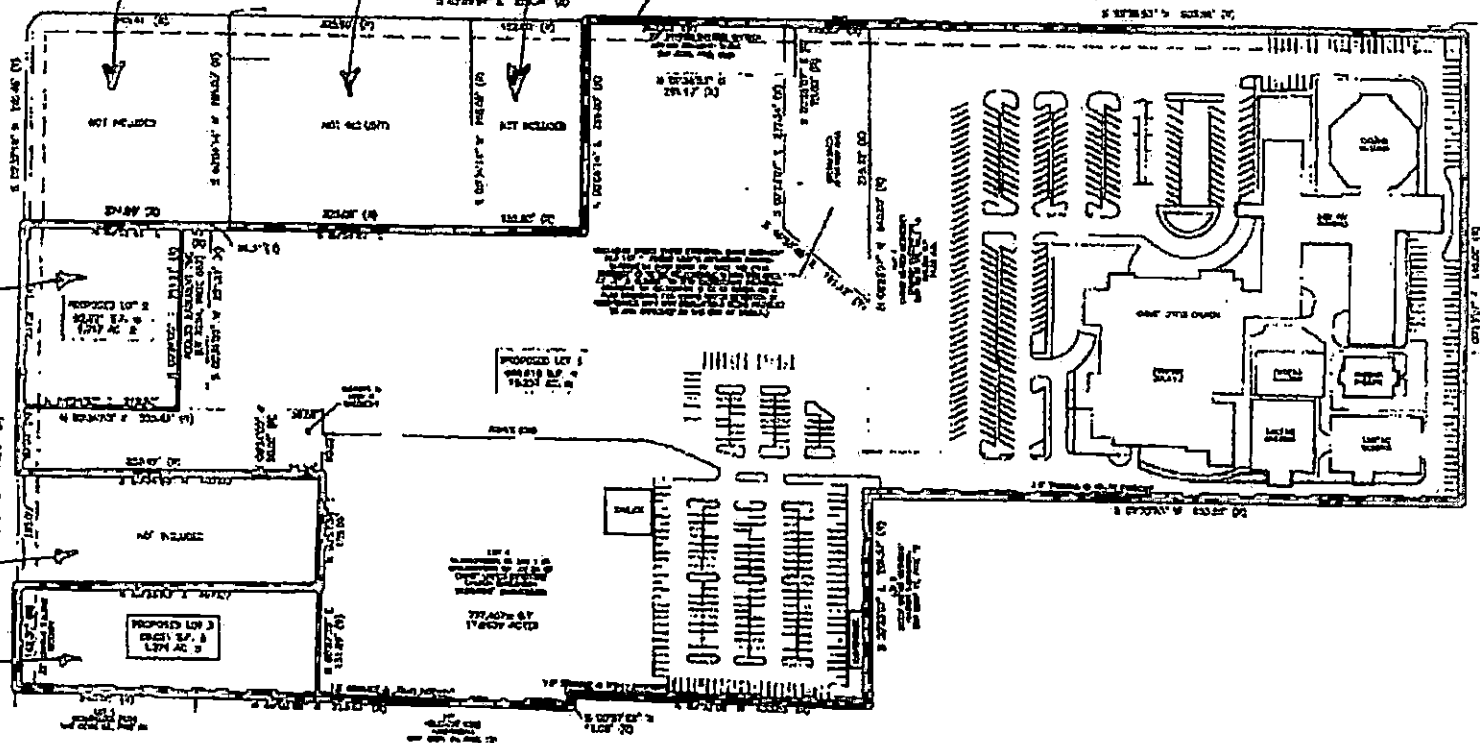
ROAD

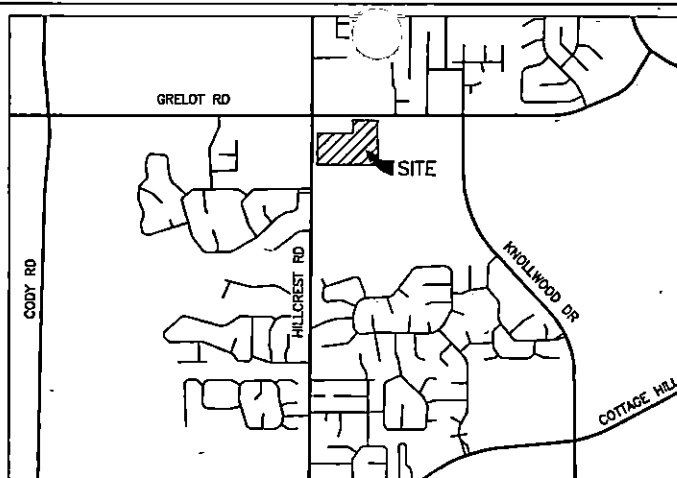
NEW LOT

HILLCREST

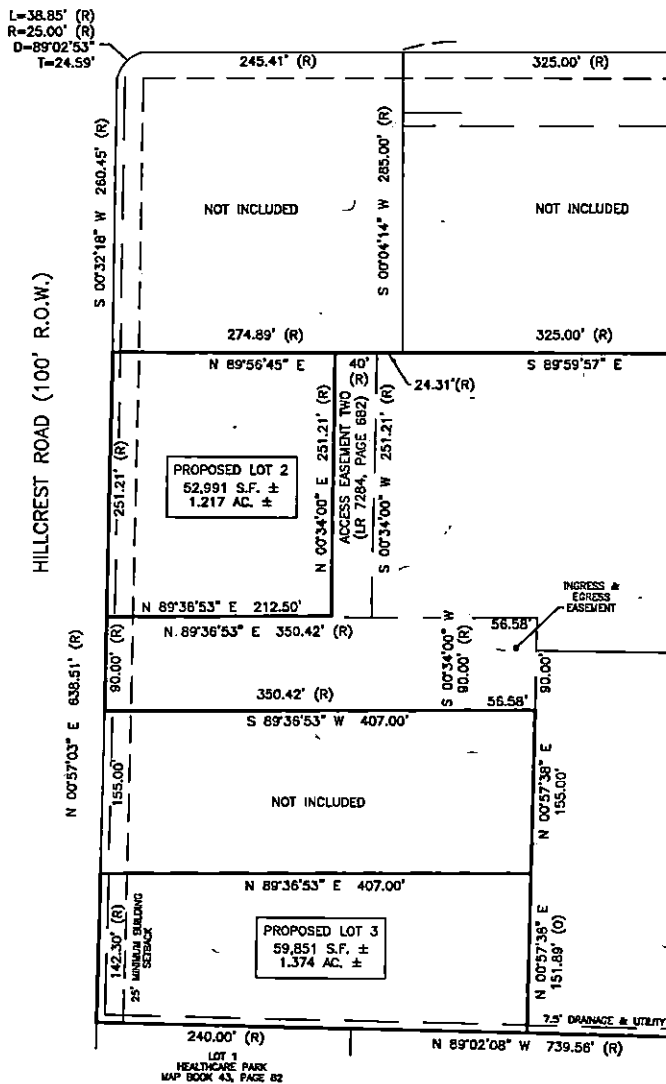
SWIFT CAPITAL LLC
4912 CARMEL DR. N.
MOBILE, AL 36608

NEW LOT





VICINITY MAP
NOT TO SCALE



PUD NOTES:

- 1) ANY FUTURE CHANGES TO THE SITE PLAN WILL REQUIRE A NEW PLANNED UNIT DEVELOPMENT.
- 2) CITY OF MOBILE ENGINEERING DEPARTMENT NOTES:
 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 DEPARTMENT (206-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VI).
 2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, 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 PLAN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORMWATER RUNOFF CONTROL.
 4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
 5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
 6. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
- 3) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 61-929 AND CITY CODE CHAPTERS 57 AND 64. PRIVATE REMOVAL OF TREE IN THE RIGHT-OF-WAY WILL REQUIRE A TREE REMOVAL PERMIT.
- 4) ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE, (2012 INTERNATIONAL FIRE CODE). FIRE APPLIANCE ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDINGS.
- 5) DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINANCES.
- 6) NO STRUCTURES SHALL BE CONSTRUCTED OR PLACED IN ANY EASEMENTS.
- 7) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH SECTION 64-1-A.2 AND 64-6-A.1.c OF THE ZONING ORDINANCE REGARDING PARKING LOT SCREENING.
- 8) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH TREE AND LANDSCAPING REQUIREMENTS OF SECTION 64-1.E. OF THE ZONING ORDINANCE.
- 9) ANY PROPOSED DUMPSTER TO BE INSTALLED IN COMPLIANCE WITH SECTION 64-4.D.P. OF THE ZONING ORDINANCE.

GENERAL NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 0109702537 L AND 0109702641 L, COMMUNITY NO. 015007, DATED JUNE 5, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X (UNSHADED)" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
2. ACTUAL BEARINGS SHOWN ARE REFERENCED TO STATE PLANE COORDINATES (WEST ZONE) AND BY U.S. SURVEY FEET. RECORD BEARINGS SHOWN TAKEN FROM RECORD PLAT CHRIST UNITED METHODIST CHURCH SUBDIVISION, RESUBDIVISION OF LOTS 2 AND 3 AS RECORDED IN MAP BOOK 91, PAGE 122.
3. NO STRUCTURES SHALL BE CONSTRUCTED OR PLACED WITHIN ANY EASEMENT WITHOUT PERMISSION OF THE EASEMENT HOLDER.
4. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
5. ANY ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHOULD MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

LEGEND:

- △ CRT COFFED IRON ROD FOUND
- △ CTF COFFED TOP PIPE FOUND
- △ CMF CONCRETE MOUND FOUND
- △ OTF OPEN TOP IRON PIPE FOUND
- △ RFP REBAR FOUND
- △ RFF IRON FRI FOUND
- CRS COFFED IRON ROD SET
- (R) RECORD
- (O) OBSERVED
- ALIVE ROOT OF WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- CHAIN LINK FENCE
- WIRE FENCE
- WOOD FENCE

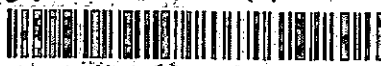
MOBILE COUNTY
ALABAMA

PUD DESCRIPTION:

LOT A CHRIST UNITED CHURCH SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 77, PAGE 18 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

LOT A, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2A OF CHRIST UNITED METHODIST CHURCH SUBDIVISION IN INSTRUMENT NUMBER 2023050385.

PUD SITE PLAN FOR
CHRIST UNITED CHURCH
SECTION 33, T-4-S, R-2-W
MOBILE COUNTY, ALABAMA

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Ronnie's Car Wash of Mobile 40 Steven Campbell 7021 Charleston Oaks Trl S. Mobile, AL 36695  9590 9402 8809 4005 6484 86 2. Article Number (Transfer from service label) 7022 2410 0002 6017 3139	A. Signature X [Signature] ☐ Agent ☐ Addressee B. Received by (Printed Name) Steven Campbell C. Date of Delivery 11/24 D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: 3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Grand Self Storage, LLC 150 Government Street Suite 1003-A Mobile, AL 36602  9590 9402 8809 4005 6485 09 2. Article Number (Transfer from service label) 722 2410 0002 6017 3122	A. Signature X [Signature] ☐ Agent ☐ Addressee B. Received by (Printed Name) Debra Lee C. Date of Delivery 11/24 D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: 3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return

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☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: CVS Health AL LLC 910 CVS Health Corp 1 CVS Drive Woonsocket RI 02895  9590 9402 8809 4005 6484 79 2. Article Number (Transfer from service label) 7022 2410 0002 6017 2224	A. Signature X [Signature] ☐ Agent ☐ Addressee B. Received by (Printed Name) OCT 30 2024 C. Date of Delivery 10/24 D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: 3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Swift Capital LLC 4912 Carmel Dr N. Mobile AL 36608  9590 9402 8809 4005 6484 93 2. Article Number (Transfer from service label) 722 2410 0002 6017 2231	A. Signature X [Signature] ☐ Agent ☐ Addressee B. Received by (Printed Name) 10/24 C. Date of Delivery 10/24 D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: 3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)

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Domestic Return



City of Mobile • Planning & Zoning
Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with seven (7) paper copies of this application by **NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ Conditional Use Permits
Checklist A

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments
Checklist B

☐ Planned Development
Checklist C

☒ Previously approved Planning Approvals or Planned Unit Development
Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

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Revised February 2023

	Owner	Design Professional
Name:	ROB BLACKWELL, ADMINISTRATOR	
Firm:	CHRIST UNITED CHURCH	
Phone:	251-232-4148	
Email:	rob.blackwell@christunited.com	
Address:	6101 GRELOT ROAD, MOBILE 36609	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

6101 & 6301 GRELOT ROAD	1,292,748 SF
Property Address KEY #02670292 & 01465818	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) B-3 & R-3	N/A
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

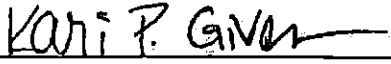
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

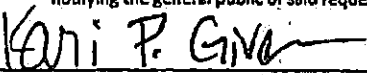

Owner Signature

9/16/24
Date


Applicant or Agent Signature (if applicable)

9/16/24
Date

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I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.


Applicant or Agent Signature

9/16/24
Date

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Revised February 2013

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
THIS MODIFICATION IS TO ADD LOTS TO THE EXISTING PUD FOR FUTURE DEVELOPMENT.

NEIGHBORHOOD CENTER - SUBURBAN
Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
THIS PROPOSAL AND PLAN IS COMMENSURATE WITH COMMERCIAL DEVELOPMENTS NEARBY AND OFFERS SOME
DIVERSITY IN THE AVAILABILITY OF SERVICES IN THE AREA. THE PLAN IS COMPATIBLE WITH THE SURROUNDING
NEIGHBORHOOD.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
THE CIVIL SITE DESIGN WILL ENSURE THAT THE IMPACT OF THIS DEVELOPMENT ON ADJACENT PROPERTIES IS KEPT TO
A MINIMUM.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No
5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
☒ Yes ☐ No

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Revised February 2023

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

N/A

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

N/A

☐ Lighting:

N/A

☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

N/A

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare. THERE SHOULD BE NO NOXIOUS OF OFFENSIVE ELEMENTS OR EMISSIONS.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

THIS DEVELOPMENT OFFERS SOME DIVERSITY IN THE AVAILABILITY OF SERVICES IN THIS AREA.

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

Christ United Church

6101 Grelot Road
Mobile, AL 36609

Ronny's Car Wash of Mobile
c/o Steven Campbell
7021 Charleston Oaks Dr. S.
Mobile, AL 36695

Grand Self Storage, LLC
150 Government St., Ste. 1003A
Mobile, AL 36602

CVS 7671 AL, LLC
c/o CVS Health Corporation
1 CVS Drive
Woonsocket, RI 02895

Atalaya, Cooper Street, Forest View, &
HVG Ashford Place
c/o Highlands Vista Group
1800 Glenarm Place, Suite 701
Denver, CO 80202

City of Mobile
P. O. Box 1827
Mobile, AL 36633

County of Mobile
P. O. Box 1443
Mobile, AL 36633

Summit Hillcrest, LLC
c/o Summit Equity Investments, Inc.
13063 Ventura Blvd., #200
Studio City, CA 91604

Rosalyn Jongebloed Salter
9565 Scott Dairy Loop Road S.
Mobile, AL 36695

Revocable Trust Walter A. Jones
2417 Huffman Drive West
Mobile, AL 36693

Sandra P. Laurendine
6400 Sugar Creek Drive N.
Mobile, AL 36695

CMF III Lenox Gates, LLC
4890 W. Kennedy Blvd., Ste 200
Tampa, FL 33609

Nam Kyu Yoon
3399 Woodward Drive
Mobile, AL 36695

Phuong P. Hoang
1436 Hillcrest Road
Mobile, AL 36695

TSW Enterprises, LLC
3900 Montclair Way
Mobile, AL 36609

1428 HCR, LLC
753 Nichols Avenue
Fairhope, AL 36532

M D Price Builder, Inc.
2104 Belmont Court
Mobile, AL 36695

Jimmy & Sheila Andrews, Jr. Revocable
Trust, Trustees
1628 Sugar Creek Drive W.
Mobile, AL 36695

Alfa Mutual Insurance Company
Attn: Barry Grace
P. O. Box 11000
Montgomery, AL 36111

Fourteen 04 Hillcrest, LLC
3700 Gulf Court
Theodore, AL 36582

McDonald's Corporation
P. O. Box 182571
Columbus, OH 43218

CAE Properties I, LLC
2862 Dauphin Street
Mobile, AL 36606

Live Life Realty, LLC
26050 Predazzer Ln., Suite D
Daphne, AL 36526

Quackenbush Family Partnership, Ltd
703 Merwina Avenue
Mobile, AL 36606

Benjawan Tripatcha
6616 Apple Cross Drive N.
Mobile, AL 36695

D'Iberville Properties, LLC
P. O. Box 850098
Mobile, AL 36685

Jack T. Billings, Jr., Trustee
c/o X-L Services, Inc.
834 W. Poplar Ave, Suite 1
Collierville, TN 38017

Hillcrest Marketplace Investors, LLC
240 Brookstone Centre Parkway
Columbus, GA 31904

Topping II, LLC
2525 S. Brentwood Blvd., Suite 103
St. Louis, MO 63144

Storage Trust Properties, LP
Dept PT AL 28185
P. O. Box 25025
Glendale, CA 91201

Grelot Mini Storage, Inc.
Dept PT AL 28185
P. O. Box 25025
Glendale, CA 91201

Macarthur Place POA
c/o Graham, Brawn, & Dutton
6000 Grelot Road
Mobile, AL 36609

Grelot Properties, LLC
6110 Grelot Road
Mobile, AL 36609

Norris & Sharon Stanford
6113 Macarthur Place Ct. S.
Mobile, AL 36695

Michael Seymour
7285 Sable Palms Drive
Mobile, AL 36695

Theodore & Carmel Alvis
6105 Macarthur Place Ct. S.
Mobile, AL 36695

Patrick Johns
6101 Macarthur Place Ct. S.
Mobile, AL 36695

Curtis & Avery Railey
1274 Savannah Drive
Mobile, AL 36609

Thomas & Ruth Peavy, II
1278 Savannah Drive
Mobile, AL 36609

Hamed A. Tefaghi
1282 Savannah Drive
Mobile, AL 36609

Savannah Joint Venture
c/o Savannah Trace Owners Assoc.
P. O. Box 91674
Mobile, AL 36691

Swift Capital, LLC
4912 Carmel Drive N.
Mobile, AL 36608



Agenda Item # 1 - HOLDOVER

SUB-003093-2024 & MOD-003094-2024

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

6301 Grelot Road

Subdivision Name:

Christ United Methodist Church West Subdivision

Applicant / Agent:

Kari Givens, Byrd Surveying, Inc.

Property Owner:

Christ United Methodist Church

Current Zoning:

B-3, Community Business Suburban District and R-3,
Multi-Family Residential Suburban District

Future Land Use:

Suburban Center and Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code (UDC)
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not Applicable

Proposal:

- Subdivision approval to create three (3) legal lots of record
- Modification of a previously approved Planned Unit Development

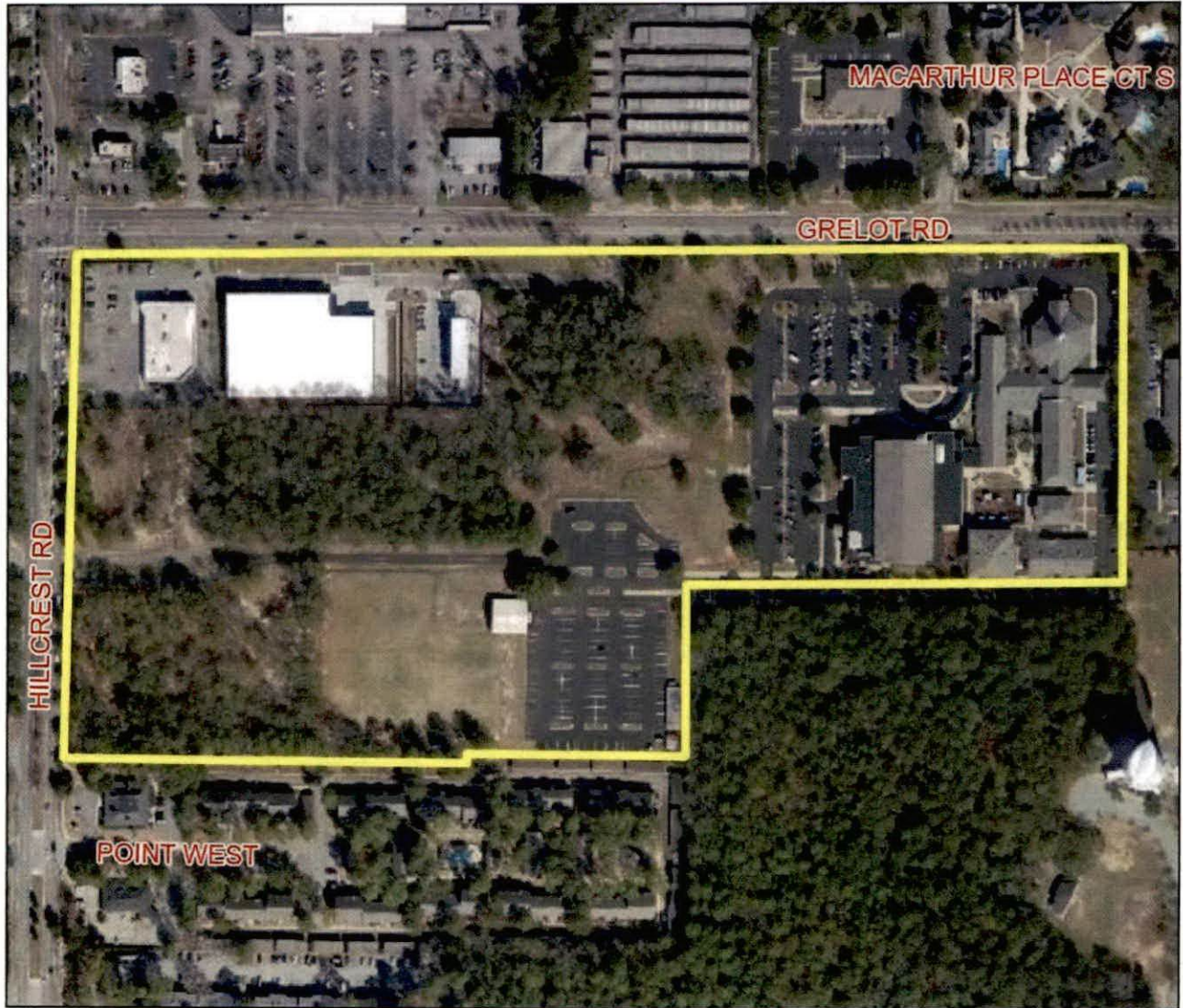
Commission Considerations:

- Holdover

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	1	DATE	November 21, 2024
APPLICANT	Christ United Church West Subdivision		
REQUEST	Subdivision, PUD Modification		



HOLDOVER COMMENTS

The application was heldover by the Planning Commission at its October 17, 2024 meeting to allow the applicant to submit owner authorization for 6285 & 6293 Grelot Road and 1401 & 1475 Hillcrest Road; and revise the PUD site plan to depict the entirety of the PUD.

The applicant has submitted a revised site plan depicting the entirety of the PUD, as required.

The applicant also submitted authorization from the property owner of 6293 Grelot Road, and copies of certified mail receipts where letters seeking owner authorization were sent, but not received back. It may be appropriate to holdover the application to allow more time for the applicant to obtain these required authorizations.

It should also be noted that the applicant is requesting to remove proposed Lots 2 and 3 from the Planned Unit Development (PUD). PUD approvals are site plan specific, and approvals may contain specific conditions regarding site access, site design and site buffering – all of which may differ from the standard requirements of the Zoning Ordinance and Subdivision Regulations. Therefore, removal of a property from a PUD may require that specific conditions from the PUD be placed on the property being removed from the PUD. Furthermore, changes to the PUD may trigger additional conditions due to the alteration of various development factors, such as property access. For this site, the proposed removal of Lots 2 and 3 from the PUD - where it was assumed that these properties would access private internal drives - would then limit these properties to access only to and from Hillcrest Road, which would then potentially necessitate additional review by and conditions from Engineering and Traffic Engineering and possible amendment of recorded subdivision plats and new zoning conditions.

SUBDIVISION HOLDOVER 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:

The Planning Commission should consider holdover of the request until the December 19th meeting, with revisions submitted no later than December 6th, to allow the applicant to address the following:

1. Required information for the associated Major Modification of the PUD.

PUD MODIFICATION HOLDOVER CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.2.(b)(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

The Planning Commission should consider holdover of the request until the December 19th meeting, with revisions submitted no later than December 6th, to allow the applicant to address the following:

1. Provision of owner authorization for 6285 Grelot Road and 1401 & 1475 Hillcrest Road.

SITE HISTORY

Since 1997, the subject site has had Planning Approvals to allow a church in a R-3, Multi-Family Residential District, as well as Planned Unit Developments (PUDs) to allow multiple buildings on a single building site as well as shared access between multiple building sites. The most recent applications for the site were a two (2) lot Subdivision and Major Modification of a Previously Approved PUD in September 2023 which allowed the creation of a baseball and softball academy currently under construction. No changes are being made to the existing church, therefore a Modification to the Previously Approved Planning Approval is not required at this time.

In 2017, the site was before the Board of Zoning Adjustment to allow the church at 6101 Grelot Road to erect a digital sign less than 300-feet from residentially zoned property; the variance was approved.

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. 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.

Modification of Planned Unit Development

Retain PUD NOTE #2 (City of Mobile Engineering Department Notes).

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 Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The applicant is proposing a 3-lot, 17.85±-acre subdivision from a single existing legal lot of record. The site is served by public water and sanitary sewer services.

The site has frontages along Grelot Road and Hillcrest Road, both major streets on the Major Street Plan with compliant 100-foot rights-of-way, making no dedications necessary. There are also private service roads, both existing, internal to the development.

All three (3) lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-3, Community Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved; or the provision of a table on the Final Plat with the same information will suffice.

The required 25-foot minimum front yard setback is illustrated along both Grelot Road and Hillcrest Road, and should be retained on the Final Plat, if approved.

The preliminary plat depicts several existing easements: three (3) access easements, a stormwater detention basin easement, and a drainage and utility easement. These easements should be retained on the Final Plat, if

approved, as well as the note stating that no structures are allowed to be erected in any easement, without the easement holder's permission.

Planned Unit Development Modification

The purpose of the Planned Unit Development Modification under consideration is to amend the previously approved Planned Unit Development to include the newly created lots. No new improvements or alterations are proposed to be made to any of the lots at this time. At the time that development is proposed for the two (2) new lots, a new Major Modification application will be required.

Any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval.

It should be noted that the originally approved PUD includes several properties that are not included in the current application site plan or application authorizations: 6285 & 6293 Grelot Road and 1401 & 1475 Hillcrest Road. Therefore, the current applications should be heldover to give the applicant time to obtain owner authorization of these lots and revising the PUD site plan to include the entirety of the PUD prior to the Planning Commission making a determination.

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:

The Planning Commission should consider holdover of the request until the November 21st meeting, with revisions submitted no later than November 8th, to allow the applicant to address the following:

2. Required information for the associated Major Modification of the PUD.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.2.(b)(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;

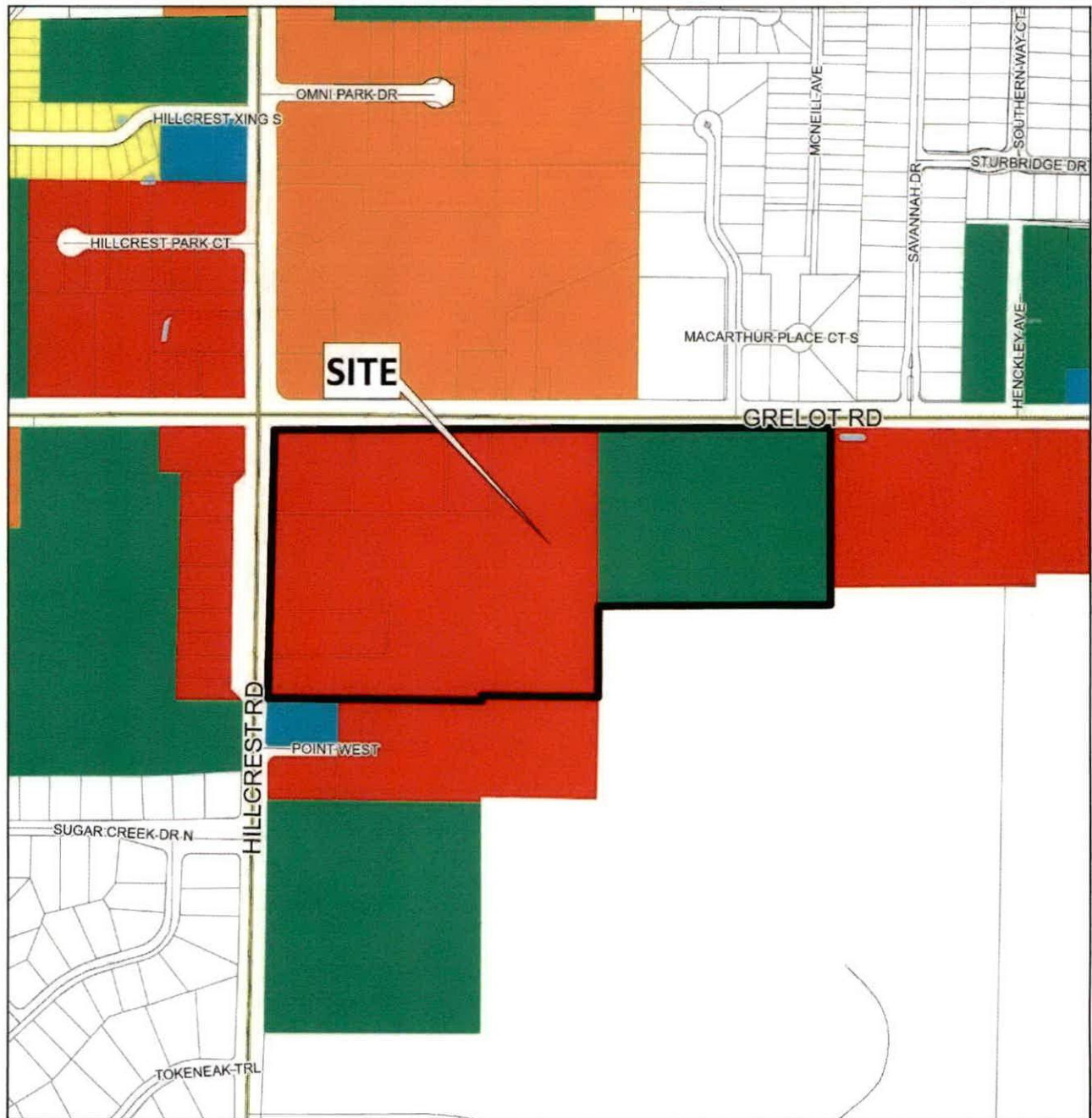
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

The Planning Commission should consider holdover of the request until the November 21st meeting, with revisions submitted no later than November 8th, to allow the applicant to address the following:

2. Provision of owner authorization for 6285 & 6293 Grelot Road and 1401 & 1475 Hillcrest Road; and
3. Revision of the PUD site plan to depict the entirety of the PUD.

LOCATOR ZONING MAP



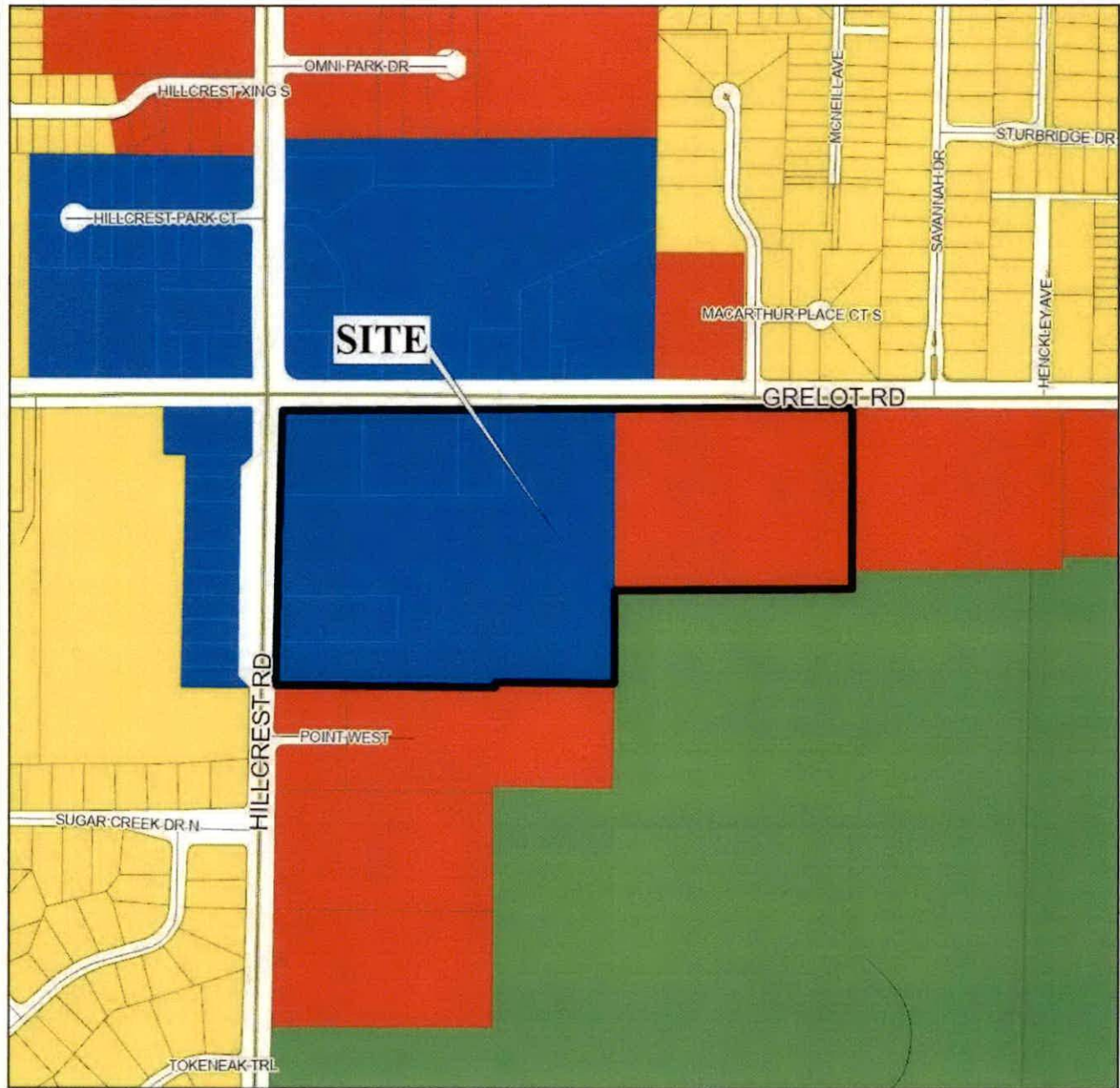
APPLICATION NUMBER 1 DATE November 21, 2024

APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE November 21, 2024

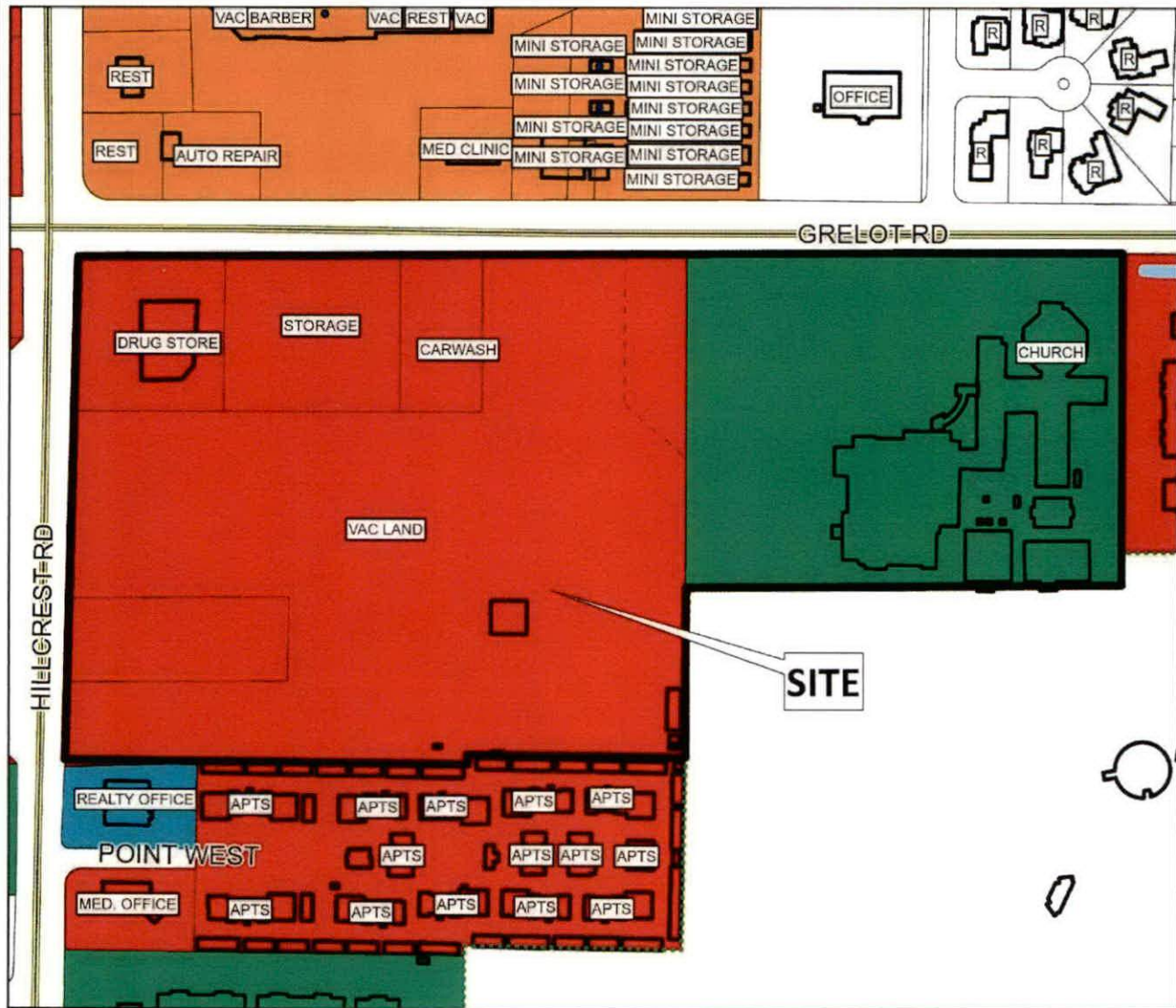
APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification

- | | | | |
|---------------------------|-----------------------------------|---------------------|--------------------|
| Low Density Residential | Neighborhood Center - Traditional | Downtown Waterfront | Parks & Open Space |
| Mixed Density Residential | Neighborhood Center - Suburban | Light Industry | Water Dependent |
| Downtown | Traditional Corridor | Heavy Industry | |
| District Center | Mixed Commercial Corridor | Institutional | |



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE November 21, 2024

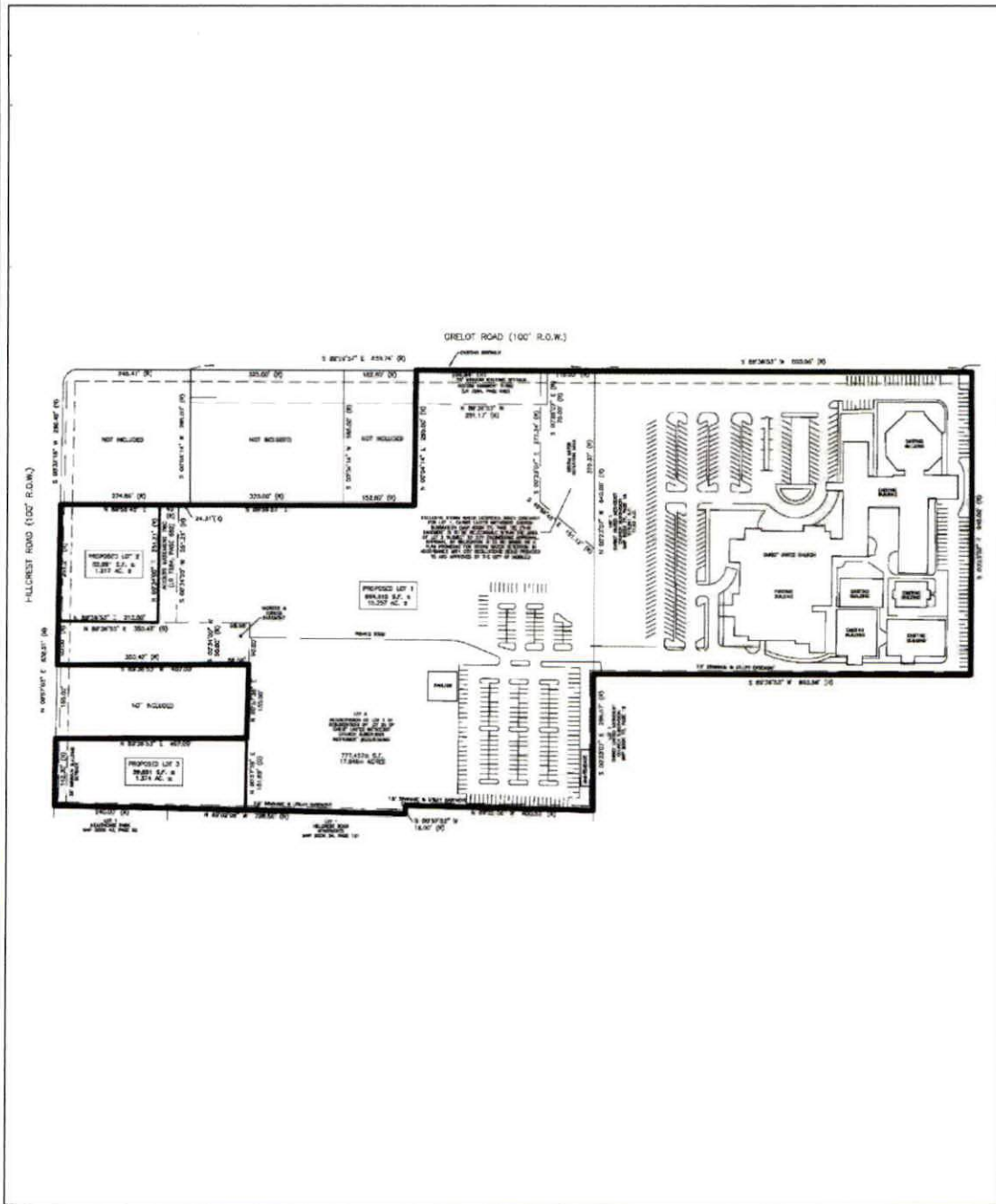
APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



SITE PLAN



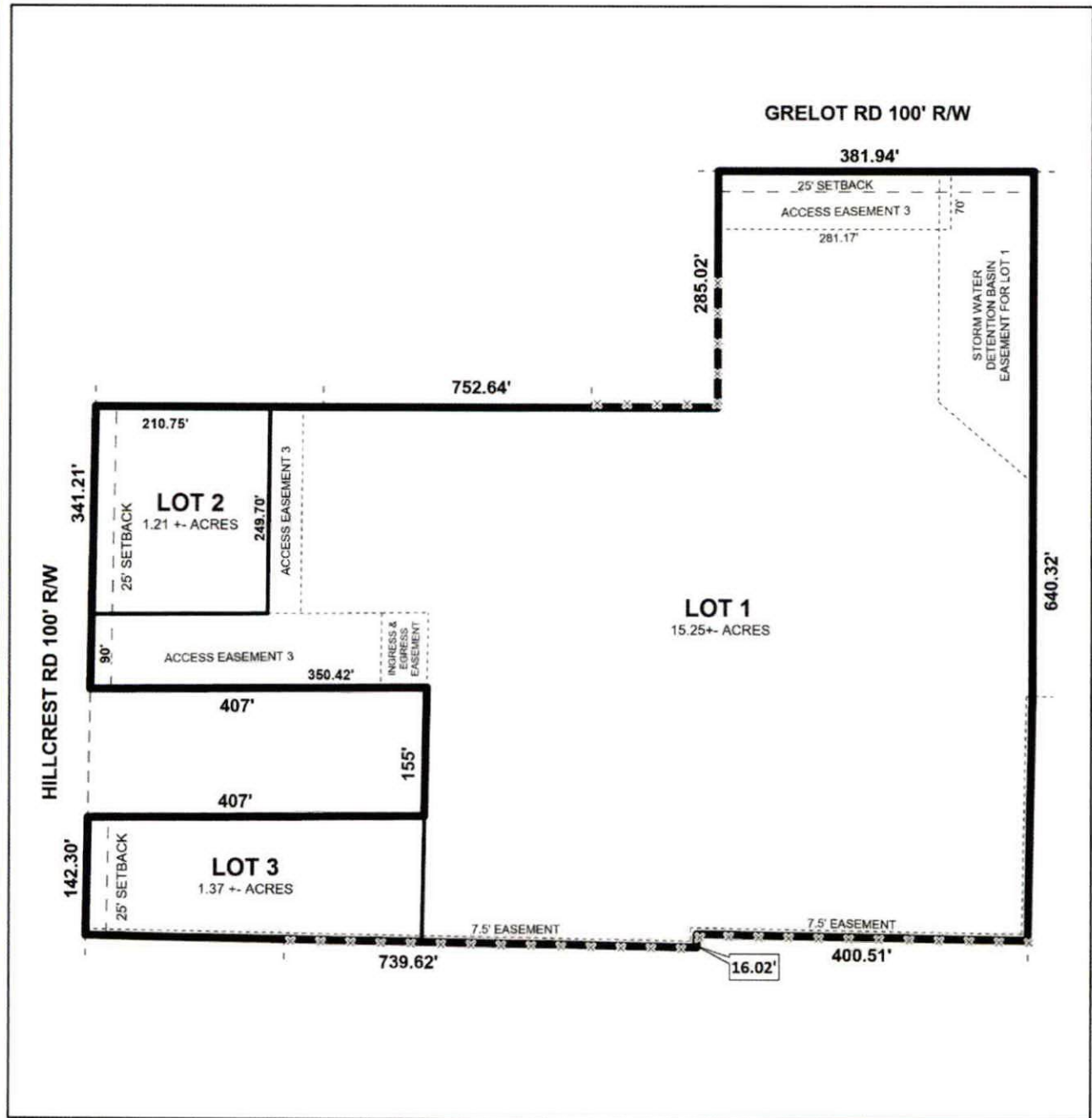
The site plan illustrates the existing church, parking, and proposed lot boundaries.

APPLICATION NUMBER	10	DATE	October 17, 2024
APPLICANT	Christ United Church West Subdivision		
REQUEST	Subdivision, PUD Modification		



NTS

DETAIL SITE PLAN



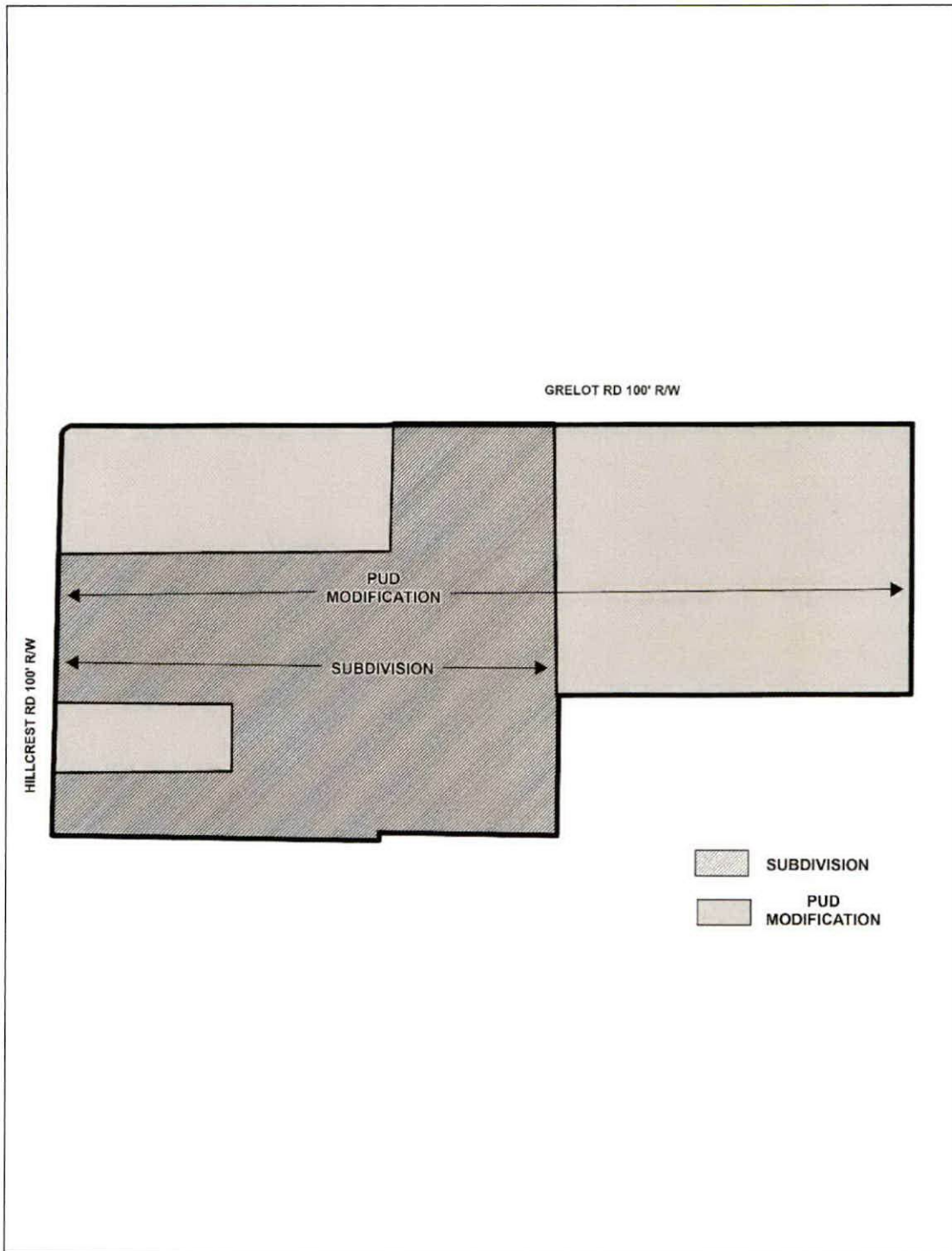
APPLICATION NUMBER 10 DATE October 17, 2024

APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification



DETAIL SITE PLAN



APPLICATION NUMBER	1	DATE	November 21, 2024	 NTS
APPLICANT	Christ United Church West Subdivision			
REQUEST	Subdivision, PUD Modification			

ZONING DISTRICT CORRESPONDENCE MATRIX																
			LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A															
ONE-FAMILY RESIDENCE	R-1	■					■		■					□		
TWO-FAMILY RESIDENCE	R-2	■					■		■					□		
MULTIPLE-FAMILY	R-3	○	■				■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○				■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○			■	■	■	■					□		
HISTORIC BUSINESS	H-B				■		■		■					□		
VILLAGE CENTER	TCD						■	■						□		
NEIGH. CENTER	TCD						■	■						□		
NEIGH. GENERAL	TCD						■							□		
DOWNTOWN DEV. DDD	T-6				■									□		
DOWNTOWN DEV. DDD	T-5.1				■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2				■		■							□		
DOWNTOWN DEV. DDD	T-4				■		■		□					□		
DOWNTOWN DEV. DDD	T-3				■		■							□		
DOWNTOWN DEV. DDD	SD-WH										○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□				□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○				□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○				□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3					■				■			○	□	○	
GEN. BUSINESS	B-4				■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5									■	■			□	□	
LIGHT INDUSTRY	I-1										■			□	□	□
HEAVY INDUSTRY	I-2											■		□		□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- › NC should support a limited amount of commercial employment
- › NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- › The residential density in NC designations –ranging from 4 to 10 du/ac— must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- › The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- › The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- › **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- › **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).



MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.



MOD-003094-2024

Click on this proposal and all application materials using the following link:

[Materials for Consideration – Subdivision](#)

[Materials for Consideration – PUD Modification](#)

6301 Grelot Road

Subdivision Name:

Christ United Methodist Church West Subdivision

Applicant / Agent:

Kari Givens, Byrd Surveying, Inc.

Property Owner:

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Current Zoning:

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- Unified Development Code (UDC)
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

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- Not Applicable

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Commission Considerations:

- Holdover

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	10	DATE	October 17, 2024	
APPLICANT	Christ United Church West Subdivision			
REQUEST	Subdivision, PUD Modification			

SITE HISTORY

Since 1997, the subject site has had Planning Approvals to allow a church in a R-3, Multi-Family Residential District, as well as Planned Unit Developments (PUDs) to allow multiple buildings on a single building site as well as shared access between multiple building sites. The most recent applications for the site were a two (2) lot Subdivision and Major Modification of a Previously Approved PUD in September 2023 which allowed the creation of a baseball and softball academy currently under construction. No changes are being made to the existing church, therefore a Modification to the Previously Approved Planning Approval is not required at this time.

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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. 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.

Modification of Planned Unit Development

Retain PUD NOTE #2 (City of Mobile Engineering Department Notes).

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 Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and

residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The applicant is proposing a 3-lot, 17.85±-acre subdivision from a single existing legal lot of record. The site is served by public water and sanitary sewer services.

The site has frontages along Grelot Road and Hillcrest Road, both major streets on the Major Street Plan with compliant 100-foot rights-of-way, making no dedications necessary. There are also private service roads, both existing, internal to the development.

All three (3) lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-3, Community Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved; or the provision of a table on the Final Plat with the same information will suffice.

The required 25-foot minimum front yard setback is illustrated along both Grelot Road and Hillcrest Road, and should be retained on the Final Plat, if approved.

The preliminary plat depicts several existing easements: three (3) access easements, a stormwater detention basin easement, and a drainage and utility easement. These easements should be retained on the Final Plat, if approved, as well as the note stating that no structures are allowed to be erected in any easement, without the easement holder's permission.

Planned Unit Development Modification

The purpose of the Planned Unit Development Modification under consideration is to amend the previously approved Planned Unit Development to include the newly created lots. No new improvements or alterations are proposed to be made to any of the lots at this time. At the time that development is proposed for the two (2) new lots, a new Major Modification application will be required.

Any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval.

It should be noted that the originally approved PUD includes several properties that are not included in the current application site plan or application authorizations: 6285 & 6293 Grelot Road and 1401 & 1475 Hillcrest Road. Therefore, the current applications should be heldover to give the applicant time to obtain owner authorization of these lots and revising the PUD site plan to include the entirety of the PUD prior to the Planning Commission making a determination.

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:

The Planning Commission should consider holdover of the request until the November 21st meeting, with revisions submitted no later than November 8th, to allow the applicant to address the following:

1. Required information for the associated Major Modification of the PUD.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.2.(b)(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

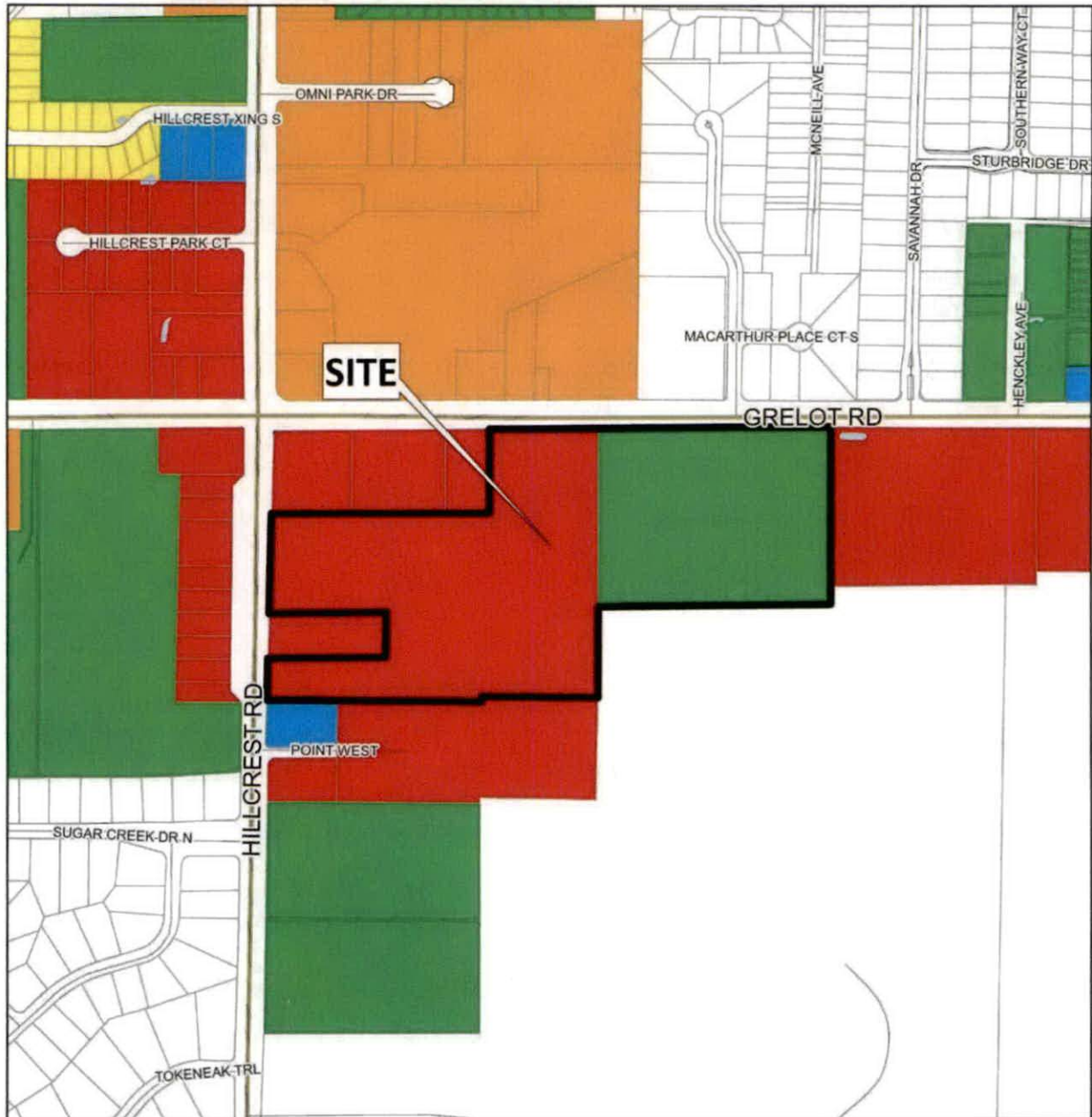
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

The Planning Commission should consider holdover of the request until the November 21st meeting, with revisions submitted no later than November 8th, to allow the applicant to address the following:

1. Provision of owner authorization for 6285 & 6293 Grelot Road and 1401 & 1475 Hillcrest Road; and
2. Revision of the PUD site plan to depict the entirety of the PUD.

LOCATOR ZONING MAP



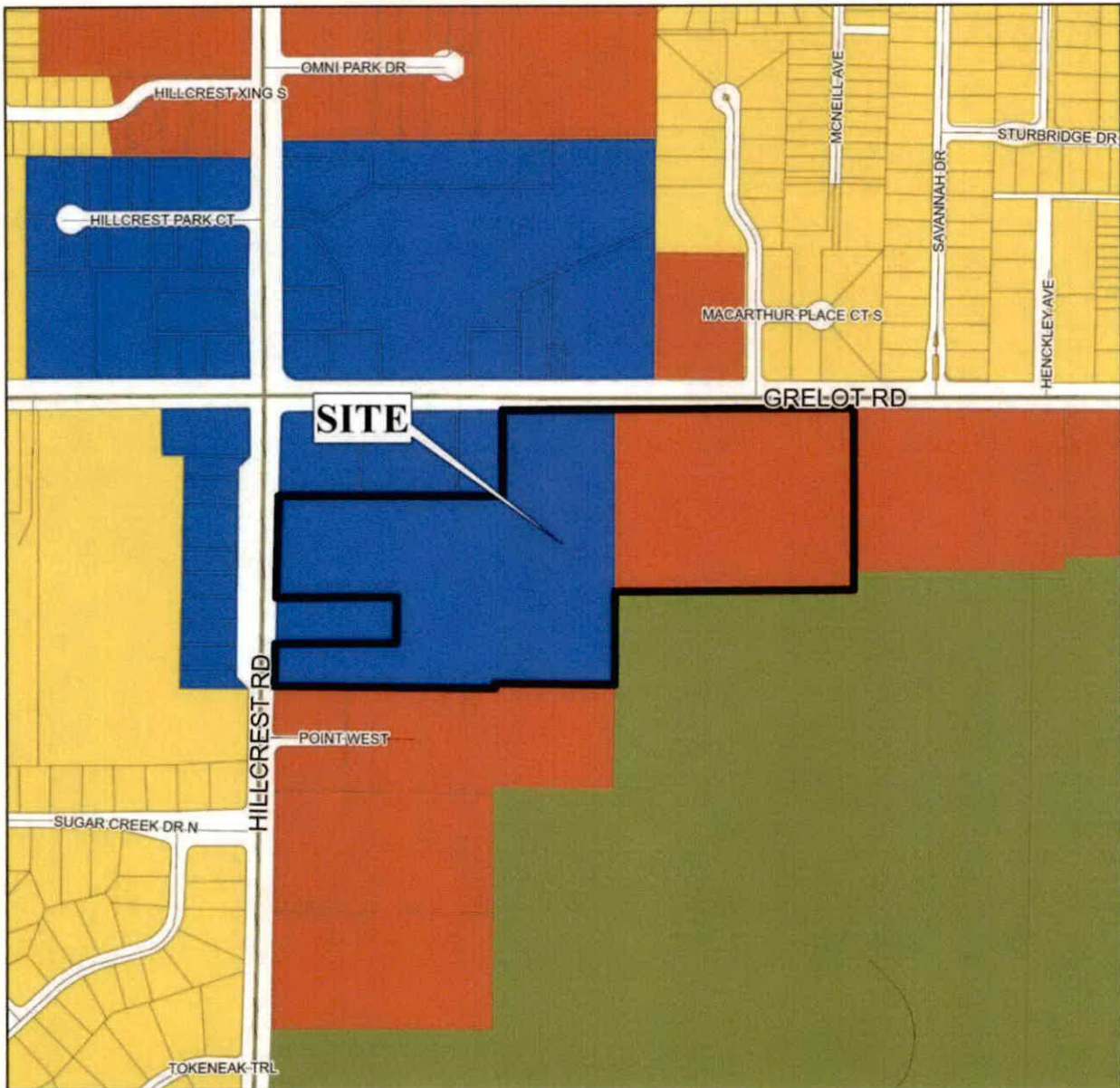
APPLICATION NUMBER 10 DATE October 17, 2024

APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE October 17, 2024

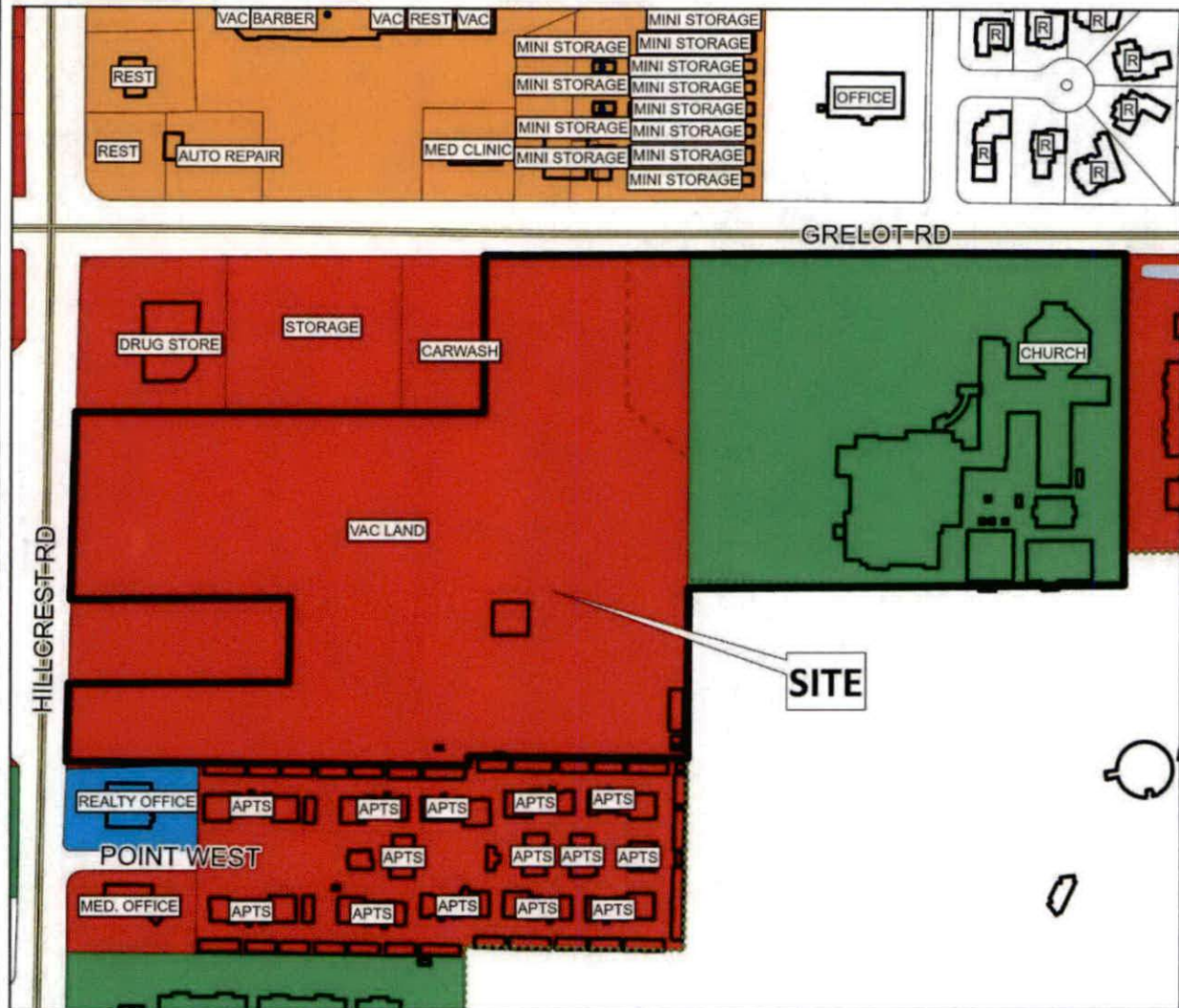
APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

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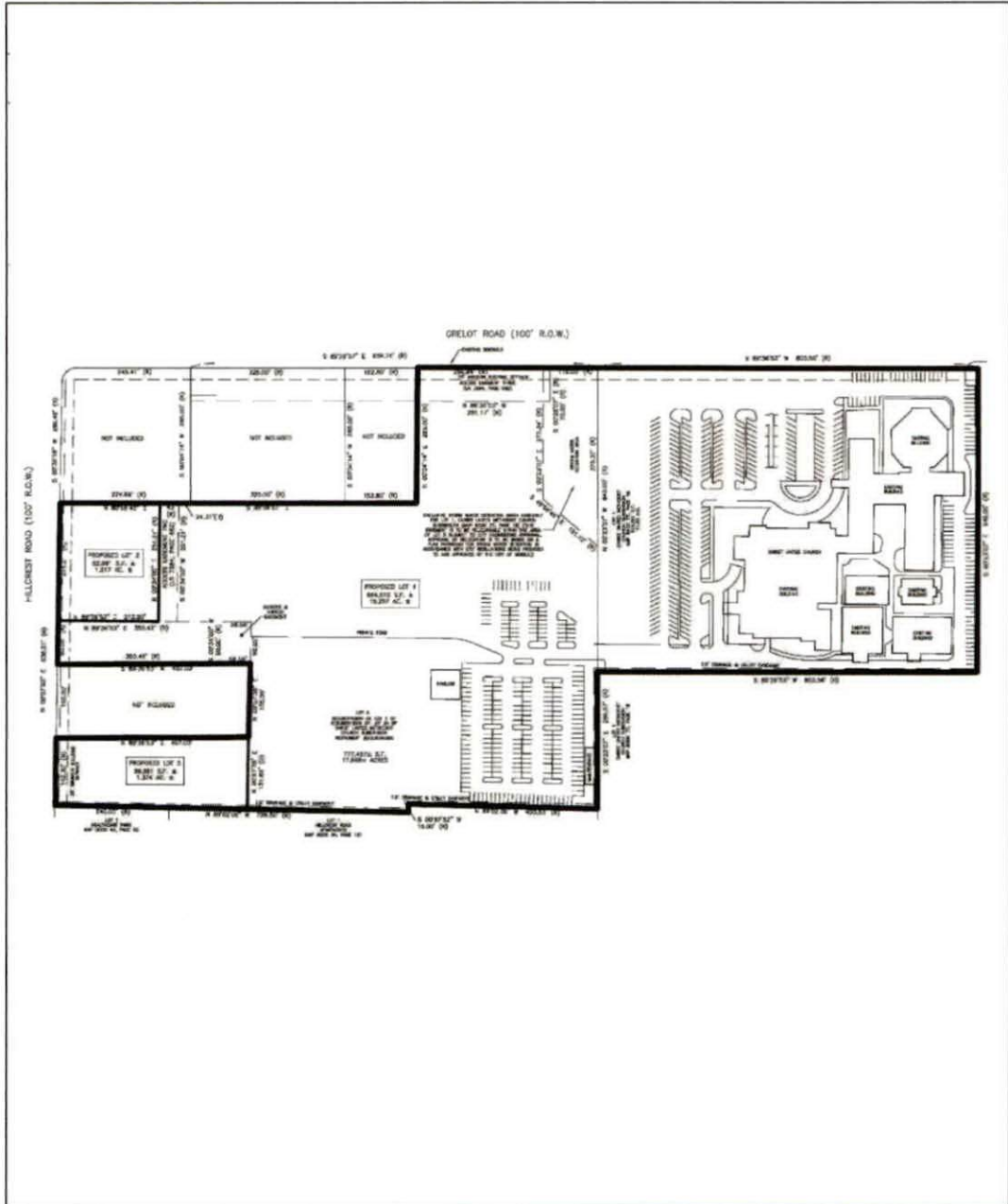
APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



SITE PLAN

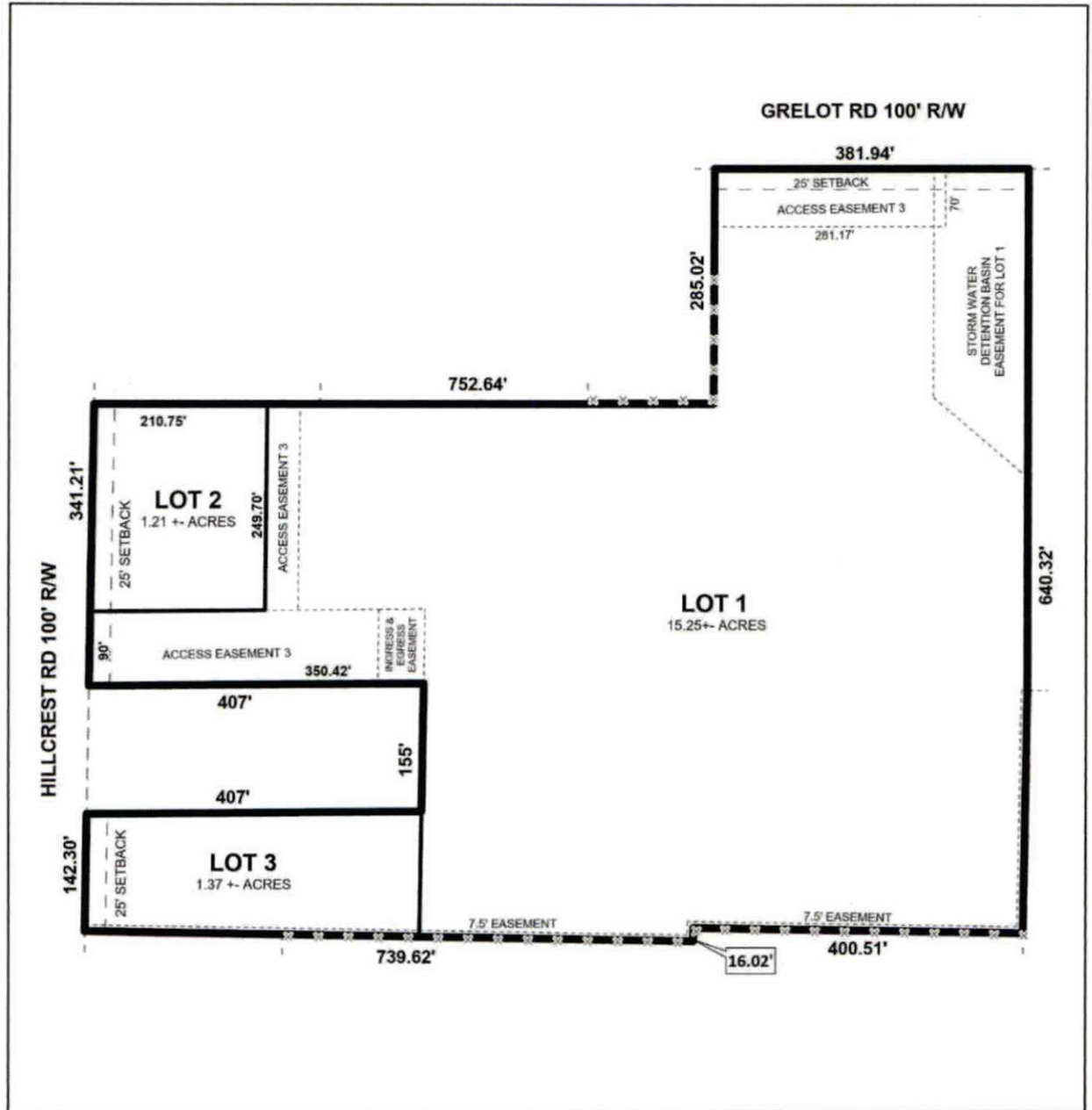


The site plan illustrates the existing church, parking, and proposed lot boundaries.

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APPLICANT	Christ United Church West Subdivision		
REQUEST	Subdivision, PUD Modification		

NTS

DETAIL SITE PLAN



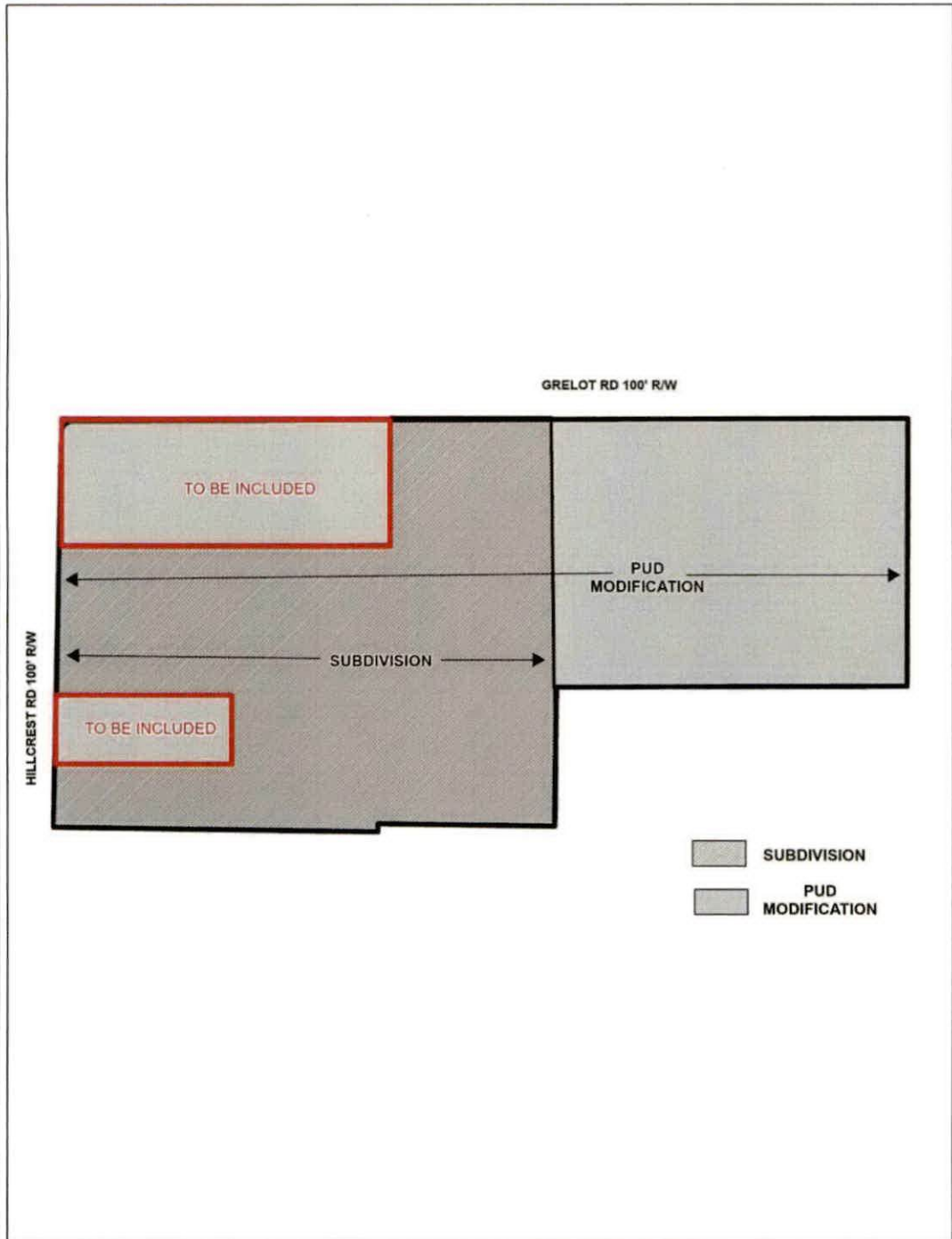
APPLICATION NUMBER 10 DATE October 17, 2024

APPLICANT Christ United Church West Subdivision

REQUEST Subdivision, PUD Modification



DETAIL SITE PLAN



APPLICATION NUMBER	10	DATE	October 17, 2024
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ZONING DISTRICT CORRESPONDENCE MATRIX																
			LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A															
ONE-FAMILY RESIDENCE	R-1	■					■		■					□		
TWO-FAMILY RESIDENCE	R-2	■					■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■				■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○				■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○			■	■	■	■					□		
HISTORIC BUSINESS	H-B				■		■		■					□		
VILLAGE CENTER	TCD						■	■						□		
NEIGH. CENTER	TCD						■	■						□		
NEIGH. GENERAL	TCD						■							□		
DOWNTOWN DEV. DDD	T-6				■									□		
DOWNTOWN DEV. DDD	T-5.1				■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2				■		■							□		
DOWNTOWN DEV. DDD	T-4				■		■		□					□		
DOWNTOWN DEV. DDD	T-3				■		■							□		
DOWNTOWN DEV. DDD	SD-WH										○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□				□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○				□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○				□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3					■				■			○	□	○	
GEN. BUSINESS	B-4				■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5									■	■			□	□	
LIGHT INDUSTRY	I-1										■			□	■	□
HEAVY INDUSTRY	I-2											■		□		□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- › NC should support a limited amount of commercial employment
 - › NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
 - › The residential density in NC designations –ranging from 4 to 10 du/ac— must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
 - › The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- › The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.
- While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- › **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- › **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).



MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.