



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, July 16, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rev. Jason Newell

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

July 2 and 9, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Nicole Setterstrom for a waiver of the Noise Ordinance at 300 Conti Street

on October 10, 2024, from 5:00 p.m. - 7:30 p.m. (District 2).

Request of Latorya McCovery for a waiver of the Noise Ordinance at 2301 Airport Boulevard on August 4, 2024, from 12:00 p.m. - 6:00 p.m. (District 5).

Request of Elizabeth Ervin for a waiver of the Noise Ordinance at Medal of Honor Park on July 20, 2024, from 4:00 p.m. - 7:00 p.m. (District 6).

10. PUBLIC HEARINGS

Public hearing to fix costs for demolition of the structure at 1826 Idell Street; \$2,974.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1863 Mott Drive, S.; \$2,748.00 (District 1).

Public hearing to consider the application of Quality Care on Wheels, LLC to operate a shuttle service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Denisha Logan - Comments about the Mobile Police Department bullying innocent citizens.

Lisa Teggart - Comments about the opioid settlement money.

12. ORDINANCES HELD OVER

39-041 Ordinance to amend Sections 39-96.1(c) and (d)2 of the Mobile City Code to change noise ordinance cutoff time in residential districts and to codify procedures for applications for waivers (sponsored by Councilmember Penn) (submitted by Michael Linder, Council Attorney).

13. CONSENT RESOLUTIONS HELD OVER

40-480 Fix costs for demolition of the structure at 1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue (sponsored by Councilmember Carroll).

40-481 Fix costs for demolition of the structure at 1111 Springhill Avenue, f/k/a 1110 Oak Street (sponsored by Councilmember Carroll).

14. RESOLUTIONS HELD OVER

01-617 Authorize Rights-of-Way Use Agreement for Uniti Fiber GulfCo, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-618 Authorize agreement with the University of South Alabama for Hospital Based Violence Intervention Program; \$240,000.00 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-619 Appoint Stephen McNair and Barja Wilson to the Architectural Review Board (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

08-620 Approve purchase order to Power DMS, Inc. for annual renewal of management software for MPD; \$15,068.48 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-621 Approve purchase order to Nixon Power Services, LLC for cover for emergency generator for MPD; \$27,747.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

54-622 Authorize closure of a portion of public road on Yester Oaks Drive south of its intersection with Claridge Road South (sponsored by Councilmember Daves) (submitted by Michael Linder, Council Attorney).

01-624 Authorize agreement with The Helios Alliance for consulting services; \$154,000.00 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

25-625 Grant a permanent easement to Mobile County for public golf path (sponsored by Councilmember Reynolds) (submitted by Michael Linder, Council Attorney).

15. ORDINANCES BEING INTRODUCED

88-042 Ordinance donating certain City property to Mobile County for the purpose of a public golf path (sponsored by Councilmember Reynolds) (submitted by Michael Linder, Council Attorney).

16. CIP RESOLUTIONS BEING INTRODUCED

21-650 Authorize contract with Harris Contracting Services, Inc. for Medal Of Honor Park lighting, ballfield, and court improvements; \$1,684,843.70 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

17. CONSENT RESOLUTIONS BEING INTRODUCED

03-627 Appoint Lawrence Wettermark to the Mobile Museum of Art Board (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

40-628 Fix costs for demolition of the structure at 1826 Idell Street (sponsored by Councilmember Penn).

40-629 Fix costs for demolition of the structure at 1863 Mott Drive, S. (sponsored by Councilmember Penn).

46-630 Honorarily rename Biloxi Avenue to "Coach John Bumpers Way" (sponsored by Councilmember Gregory) (submitted by Lisa C. Lambert, City Clerk).

60-631 Approve award of special bonus to the Firefighter of the Month; Witherspoon & Williams (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, MFRD).

60-632 Approve award of special bonus to the Officer of the Month; Russell (sponsored by Mayor Stimpson) (submitted by Interim Chief William Jackson, MPD).

60-633 Determine an appropriation to Mothers Involved Against Gun Violence serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-634 Determine an appropriation to Mothers Involved Against Gun Violence serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-635 Determine an appropriation to The Boys and Girls Clubs of South Alabama, Inc. serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-636 Determine an appropriation to Inverness Subdivision Homeowners Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

18. RESOLUTIONS BEING INTRODUCED

01-637 Authorize amendment to agreement with Telepak Networks, Inc., d/b/a C Spire, to extend internet services for 60 months; \$2,915.00 per month (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-638 Authorize agreement with AltaPointe Health Systems, Inc. for crisis response under the Mobile Early Diversion Program (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety).

03-639 Appoint Jay Kanik and Jesse Galloway to the Improvement District of the City of Mobile - McGowin Park Project (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-640 Amend Purchase order to JHCC Holdings, LLC to complete additional wreck repairs to Chevrolet Tahoe; additional \$7,948.12 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-641 Approve purchase order to Gulf Coast Truck & Equipment Co., Inc. for garbage truck fuel system repair; \$20,936.98 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-642 Approve purchase order to Imagetrend, LLC for annual renewal of patient management software for MFRD; \$25,132.72 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-643 Approve purchase order to Nexgen Asset Management for application programming interface for MIT; \$47,600.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-644 Approve purchase order to SHI International Corp. for computer network switches, power supplies, and warranty support for MIT; \$88,081.96 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-645 Approve purchase order to University of South Alabama for summer semester paramedic classes for MFRD; \$59,431.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-646 Transfer funds from General Fund Mayor Discretionary Contributed Contract Services to CIP Old Shell Road Overpass; \$25,000.00 (sponsored by Mayor Stimpson) (submitted by Cody Scott, Accounting Dept.).

21-647 Authorize contract with Canon Solutions America, Inc. for print services and supplies for MFRD; \$30,000.00 per year for 3 years (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-648 Authorize contract with Del-Con, LLC for Mobile Museum of Art Exterior Repairs; \$214,000.00 (sponsored by Councilmember Gregory and Mayor Stimpson)

(submitted by Cassie Boatwright, REAM Dept.).

21-649 Authorize contract with Matt Johnson to provide digital marketing professional services; NTE \$65,000.00 per year (sponsored by Mayor Stimpson) (submitted by Karen Poth, GulfQuest Maritime Museum).

31-651 Authorize and approve subaward grant agreement amendment No. 2 with the Alabama Department of Conservation and Natural Resources for Three Mile Creek Watershed Restoration (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

37-652 Consider the application of Quality Care on Wheels, LLC to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

37-653 Deny business license application for Slurp Society Ramen Shop, LLC (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

60-654 Authorize Settlement Agreement and Release of Claims; Box (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

19. CALL FOR PUBLIC HEARINGS

41-655 Call for public hearing to rezone property located at the south side of Kooiman Road, 1,237' west of Todd Acres Drive (scheduled for August 20, 2024) (District 4).

41-656 Call for public hearing to consider the application of Bennett's Care, LLC to operate a shuttle service (scheduled for July 30, 2024).

20. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Nicole Setterstrom

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-441-8044 Cell Number: 251-422-4879

Organization (if applicable) Springboard to Success DBA Urban Empowerment

Mailing Address of Applicant 260 Dauphin Street

Telephone No. 251-422-4879 E-mail address NMOORE@downtownmobile.org

Location or address of event where amplification will be used:

260 Dauphin Street 300 Conh St, Mobile, AL 36602

Date of Event: 10/10/24 Starting Time: 5:00 Ending Time 7:30

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

Type of Event: Grilled Cheese Cook off

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

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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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: Latorya McCovery

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2513480691 Cell Number: 2513480691

Organization (if applicable) _____

Mailing Address of Applicant 6921 Paperwood rd Churchula, AL 36521

Telephone No. 2513490691 E-mail address latoryamccover@gmail.com

Location or address of event where amplification will be used:

2301 Airport Blvd Mobile, AL 36606 2301 Airport Blvd Mobile, AL 36606

Date of Event: 8/4/2024 Starting Time: 12:00pm Ending Time 6:00pm

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

Type of Event: Back To School Giveaway

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

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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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: Isaiah 53 Holiness Church/Elizabeth Ervin

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-656-1260

Organization (if applicable) _____

Mailing Address of Applicant 4203 Moffat Rd. Mobile, AL 36618

Telephone No. 251-656-1260 E-mail address eervin2012@yahoo.com

Location or address of event where amplification will be used:

Medal of Honor Park

Date of Event: 7/20/24 Starting Time: 4:00 Ending Time 7:00

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

Type of Event: Street Meeting

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

2024 JUL -8 AM 8:26

DL

CityofMobile.org: Addressing City Council Submission

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

Wed 7/10/2024 11:58 AM

To: City Clerk <cityclerk@cityofmobile.org>

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

Name: Denisha Logan**Date To Address Council:** 2024-07-16**Address:** 213 Montgomery St Prichard al 36610**Email:** trakeila09@yahoo.com**Phone:** 2517861333**Subject And Specific Questions:** Innocent citizen being railroaded and bullied by the police dept ~~and district attorneys office.~~ **Pertain To City Business:** Tax payers money is being used to railroad innocent citizens by the organizations and individuals which are supposed to protect one.**Signature:** Denisha Logan**Signature Verify:** X**Agree:** X**Date Submitted:** 2024-07-10 11:57:58This submission was recieved from your website <https://www.cityofmobile.org/>

CityofMobile.org: Addressing City Council Submission

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

Wed 7/10/2024 11:52 AM

To: City Clerk <cityclerk@cityofmobile.org>

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

Name: Lisa Teggart

Date To Address Council: 2024-07-16

Address: 116 Providence St

Email: lisa@doortoserenity.org

Phone: 2516103389

Subject And Specific Questions: Voting on Opioid Money

Pertain To City Business: There is going to be a vote that needs have a voice

Signature: Lisa Teggart

Signature Verify: X

Agree: X

Date Submitted: 2024-07-10 11:52:06

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

AN ORDINANCE TO AMEND MOBILE CITY CODE SECTIONS 39-96.1(c) AND (d)(2) TO CHANGE THE NOISE ORDINANCE CUTOFF TIME IN RESIDENTIAL DISTRICTS FROM 10 P.M. TO 9 P.M., SUNDAY THROUGH THURSDAY AND TO CODIFY PROCEDURES FOR APPLICATION FOR A WAIVER OF THE NOISE ORDINANCE FROM THE CITY COUNCIL

SPONSORED BY: COUNCILMEMBER PENN

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

Section 1: Amendment.

Mobile City Code § 39-96.1(c) is hereby amended and restated in its entirety to read as follows:

(c) *Noise in residential districts restricted.*

(1) Generally. It shall be unlawful and a nuisance to make, continue or cause to be made or continued any loud or excessive noise that unreasonably interferes with the comfort, health, or safety of others within the corporate limits of the city.

(2) In addition to the general prohibition set out above, it shall be unlawful, a nuisance and a violation of this section, for any person to:

a. Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonograph, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 a.m. to 9:00 p.m., Sunday through Thursday, and 6:00 a.m. to 10:00 p.m. on Friday and Saturday:

1. It is plainly audible at a distance of fifty (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

2. It creates any noise which exceeds eighty-five (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.

b. Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonograph, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday:

1. It is plainly audible at a distance of twenty-five (25) 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

2. It creates any noise which exceeds fifty (50) 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.

c. Loud or raucous sounds or noises—6:00 a.m. to 9:00 p.m., Sunday through Thursday, and 6:00 a.m. to 10:00 p.m. on Friday and Saturday. Willfully make or cause a noise which disturbs the peace or quiet of any residential district and which:

1. Is plainly audible at a distance of fifty (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

2. 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.

d. Loud or raucous sounds or noises—9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday Willfully make or cause a noise which disturbs the peace or quiet of any residential district and which:

1. Is plainly audible at a distance of twenty-five (25) 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

2. Creates any noise which exceeds fifty (50) 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.

e. Any person creating any such sound or noise as described in this section and/or anyone permitting such a sound or noise to be created in, or emanate from, any premises under his care, custody or control, shall be presumed responsible for any such sound or noise.

(3) It shall be unlawful for any person to empty any dumpster in any residential district zoned as R-1, R-2, R-3, or R-B, or within five hundred (500) feet of the property line of any property that is zoned R-1, R-2, R-3, or R-B, during the hours from 9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday.

(4) It shall be unlawful for any person to deliver, pick up, or raise any dumpster, or any roll-off box or container, in any residential district zoned as R-1, R-2, R-3, or R-B, or within five hundred (500) feet of the property line of any property that is zoned R-1, R-2, R-3, or R-B, during the hours from 9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday.

(5) It shall be unlawful for any person to pick up construction or demolition material, garbage, trash, rubbish, recyclable materials, or any combination thereof, with a truck which has a compactor or the capacity to raise, move, or empty any dumpster, or any roll-off box or container, in any residential district zoned as R-1, R-2, R-3, or R-B, or within five hundred (500) feet of the property line of any property that is zoned R-1, R-2, R-3, or R-B, during the hours from 9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday.

Mobile City Code § 39-96.1(d)(2) is hereby amended and restated in its entirety to read as follows:

(d) *Exceptions.*

(2) *Noises from authorized activities; waiver of the noise ordinance by the City Council.* The prohibitions of this section shall not apply to air traffic at the Mobile Municipal Airport, or any activities of a temporary duration which are permitted by law and for which a license or permit has been granted by the City including but not limited to parades, sporting events, concerts, the Greater Gulf State Fair, and fireworks displays. Notwithstanding anything else in this section, any person may apply to the City Council for a waiver of the noise ordinance on forms provided by the City Clerk's office. Any application for a waiver of the noise ordinance shall be due in the City Clerk's office by 2:00 p.m. on the Thursday prior to the City Council meeting at which the waiver is to be considered. Upon a proper application, the City Council shall have the discretion to grant or deny a waiver both as to noise levels and as to the hours during which any waiver will be operative, including extending the hours beyond the times provided in this section. The City Council may also grant a waiver in part or impose reasonable restrictions as a condition of a grant, or it may delay action on a waiver application. After a final vote by the City Council on a waiver application, the City Clerk shall endorse any application as granted or denied, and shall list thereon any modifications or further conditions imposed by the City Council.

Section 2: Miscellaneous.

(a) All other provisions and sections of the aforesaid Ordinance not amended herein shall remain in full force and effect.

- (b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.
- (c) This Ordinance shall be effective within the City of Mobile and its police jurisdiction immediately upon its adoption and publication as required by law.

Approved:

City Clerk

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue** to be \$10,000.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: \$10,000.00 shall constitute a special assessment against the property at structure **1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue** and being that property more particularly described as follows:

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72° 15' 25" WEST ALONG THE SOUTH LINE OF SPRINGHILL AVE 144.14 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 05° 38' 49" WEST 286.85 FEET TO A POINT; THENCE RUN NORTH 79° 33' 20" WEST FOR 42.14 FEET TO A POINT; THENCE RUN NORTH 81° 37' 16" WEST FOR 36.84 FEET TO A POINT; THENCE RUN NORTH 06° 09' 02" EAST FOR 297.92 FEET TO A POINT ON THE SOUTH ROW LINE OF SPRINGHILL AVE; THENCE RUN SOUTH 72° 15' 25" EAST WITH THE SOUTH ROW LINE OF SPRINGHILL AVE 77.90 FEET TO THE POINT OF BEGINNING

Parcel No.: 02 29 06 40 0 009 117.XXX

Owner: MEEKS MICHAEL
3750 BAY TREE RD
LYNN HAVEN FL 32444-5663

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

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

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 28, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue**, for the proposed amount of **\$10,000.00**.

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

Lisa C. Lambert
City Clerk

April 25, 2024

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-139-21

LOCATION:
1107 & 1109 Springhill Avenue/FKA 1111 Springhill Avenue

Dear Ms. Lambert:

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

Legal Description: 1107 & 1109 Springhill Avenue will be one parcel commonly known as 1107 Springhill Avenue with the following legal description:

1107 Springhill Ave., Mobile AL

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 144.14 feet to the point of beginning of the property herein described; thence South 05° 38' 49" West 286.85 feet to a point; thence run North 79° 33' 20" West for 42.14 feet to a point; thence run North 81° 37' 16" West for 36.84 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South ROW line of Springhill Ave; thence run South 72° 15' 25" East with the South ROW line of Springhill Ave 77.90 feet to the point of beginning.

Parcel Number: **0229 06 40 0 009 117.XXX**

Amount: ~~\$9,800.00~~ **\$10,000.00**

Assessed: MEEKS MICHAEL
3750 BAY TREE RD
LYNN HAVEN FL 32444-5663

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

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Gary L. Jackson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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

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



AlaFile E-Notice

02-CV-2016-901920.00

Judge: JAY A YORK

To: MCNAIR MICHAEL STEPHEN
msm@mcnairlawyer.com

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

NATIONSTAR MORTGAGE LLC ETC VS MICHAEL HAMADE ET AL
02-CV-2016-901920.00

A court action was entered in the above case on 7/17/2023 2:46:37 PM

ORDER

[Filer:]

Disposition: GRANTED
Judge: JAY
Notice Date: 7/17/2023 2:46:37 PM

SHARLA KNOX
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
CIRCUIT CIVIL DIVISION
205 GOVERNMENT STREET
MOBILE, AL, 36644

251-574-8420
charles.lewis@alacourt.gov



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

NATIONSTAR MORTGAGE LLC DBA	)	
CHAMPION MORTGAGE CO,	)	
SECRETARY OF HOUSING AND	)	
URBAN DEVELOPMENT,	)	
Plaintiffs,	)	
	)	
V.	)	Case No.: CV-2016-901920.00
	)	
HAMADE MICHAEL,	)	
HAMADE MARY-ANN,	)	
LOPER BENJAMIN E.,	)	
Defendants.	)	

FINAL ORDER

Nationstar Mortgage d/b/a Champion Mortgage Co. has agreed to release its interests in the real property known as 1107 and 1109 Springhill Avenue, Mobile. In exchange, Defendants have agreed to release their interests in real properties commonly known as 1111 Springhill Ave., Mobile, and 1110 Oak Street, Mobile, AL.

It is **HEREBY ORDERED**, that all interests Michael Hamade, Mary-Ann Hamade, Benjamin Loper and Michael Meeks had in the real properties known as 1111 Springhill Ave. and 1110 Oak Street, and described fully below, are hereby released and full fee-simple interest shall be retained by Nationstar Mortgage, LLC d/b/a Champion Mortgage Co., but title will be vested in the name of Mortgage Assets Management, LLC.

1111 Springhill Ave., Mobile, AL

Commencing at the Southwest intersection of Springhill Ave. and Hallett Street. Run North 72° 15' 25" West along the South line of Spring Hill Avenue 269 feet to the point of beginning of the property herein described; thence South 05° 28' 38" West 232.06 feet to a point; thence run South 05° 56' 33" West for 73.64 feet to a point; thence run South 81° 37' 16" East for 4303 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South Right of Way line of Springhill Avenue; thence run North 72° 15' 25" West with the South right of way line of Springhill Avenue 46.95 feet to the point of beginning.

1110 Oak Street, Mobile, AL

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 269 feet to a point; thence South 05° 28' 38" West 232.06 feet to a point that is the point of beginning of the property herein described; thence run south 05° 56' 33" West for 73.64 feet to a point; thence run South 07° 11' 09" West for 157.51 feet to appoint on the North ROW line of Oak Street; thence run North 84° 32' 27" West and along the North ROW line of Oak Street 44.16 feet to a point; thence run North 08° 10' 50" East for 232.11 feet to a point; thence run South 83° 23' 38" West for 38.52 feet to the point of beginning.

It is further **ORDERED**, Plaintiff will relinquish all rights it has in the real property commonly known as 1107 and 1109 Springhill Ave., Mobile, AL. Further, Michael Hamade, Mary-Ann Hamade and Benjamin Loper also relinquish all rights, title, and interest they had in the Property. Title to 1107 Springhill Ave., will be vested in the name of Michael Meeks.

1107 & 1109 Springhill Avenue will be one parcel commonly known as 1107 Springhill Avenue with the following legal description:

1107 Springhill Ave., Mobile AL

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 144.14 feet to the point of beginning of the property herein described; thence South 05° 38' 49" West 286.85 feet to a point; thence run North 79° 33' 20" West for 42.14 feet to a point; thence run North 81° 37' 16" West for 36.84 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South ROW line of Springhill Ave; thence run South 72° 15' 25" East with the South ROW line of Springhill Ave 77.90 feet to the point of beginning.

This Order shall be recorded with the Judge of Probate for Mobile County, Alabama, along with the survey prepared by Paul D. Stewart and cross reference the following recorded documents:

Deed to Michael and Mary-Ann Hamade, recorded November 9, 1978, at Real Prop 1918 Pg: 0516;

Deed to Michael and Mary-Ann Hamade, recorded September 24, 1981, at Real Prop 2282 Pg: 0400;

Vendor's Lien Deed to Michael & Mary-Ann Hamade, recorded July 12, 1991, at Bk: 3744 Pg: 771.

Reverse Mortgage, recorded November 15, 2011, and recorded at Bk: 5831 Pg: 1841;

Reverse Mortgage, recorded November 15, 2011, and recorded at Bk: 6833 Pg: 1857;

Deed to Benjamin E. Loper, recorded June 15, 2017, at Bk: LR7520 Pg: 1559;

Lis Pendens, recorded September 20, 2017, at Bk: LR7556 Pg: 1649:

Warranty Deed, recorded September 27, 2022, at Instrument #: 2022062718.

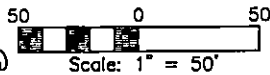
It is **ORDERED**, that any interests held by Michael Hamade, Mary-Ann Hamade, and Benjamin Loper in any of the four parcels listed above, are hereby terminated.

Lastly, it is **ORDERED** that the Mobile County Tax Assessor's office will reassess the taxes for the parcels described above.

This is a Final Order. All costs taxed as paid.

DONE this 17th day of July, 2023.

/s/ JAY A YORK
CIRCUIT JUDGE



TYPE OF SURVEY: BOUNDARY
RECORD BEARING BASED ON DEED
COLLECTED BEARING BASED ON G.P.S OBSERVATIONS

LEGEND:

P = OVERHEAD POWER LINES
PP = POWER LINE POLE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
CR1 = CAPPED REBAR IRON FOUND(BSI)
CR2 = CAPPED REBAR IRON FOUND(LOWRY)
CRS = CAPPED REBAR IRON SET
CT = CRIMP TOP IRON PIPE FOUND
OT = OPEN TOP IRON PIPE FOUND
RBR = REBAR FOUND
CMT = CONCRETE MONUMENT FOUND
NIS = NO IRON SET

5/8" CAPPED REBAR SET ON ALL PROPERTY CORNERS UNLESS NOTED.

DESCRIPTION:

PARCEL 1

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25" WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 144.14 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 05°38'49" WEST 286.85 FEET TO A POINT; THENCE RUN NORTH 79°33'20" WEST FOR 42.14 FEET TO A POINT; THENCE RUN NORTH 81°37'16" WEST FOR 36.84 FEET TO A POINT; THENCE RUN NORTH 06°09'02" EAST FOR 297.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 72°15'25" EAST WITH THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE 77.90 FEET TO THE POINT OF BEGINNING;

PARCEL 2

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25" WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 269 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 05°28'38" WEST 232.06 FEET TO A POINT; THENCE RUN SOUTH 05°56'33" WEST FOR 73.64 FEET TO A POINT; THENCE RUN SOUTH 81°37'16" EAST FOR 43.03 FEET TO A POINT; THENCE RUN NORTH 06°09'02" EAST FOR 297.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN NORTH 72°15'25" WEST WITH THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE 46.95 FEET TO THE POINT OF BEGINNING.

PARCEL 3

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25" WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 269 FEET TO A POINT; THENCE SOUTH 05°28'38" WEST 232.06 FEET TO A POINT THAT IS THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 05°56'33" WEST FOR 73.64 FEET TO A POINT; THENCE RUN SOUTH 07°11'09" WEST FOR 157.51 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OAK STREET; THENCE RUN NORTH 84°32'27" WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF OAK STREET 44.16 FEET TO A POINT; THENCE RUN NORTH 08°10'50" EAST FOR 232.11 FEET TO A POINT; THENCE RUN SOUTH 83°23'38" WEST FOR 38.52 FEET TO THE POINT OF BEGINNING.

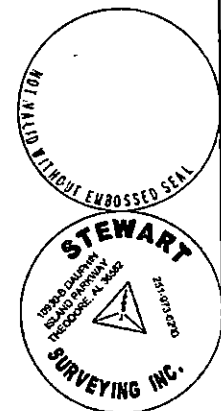
SURVEYOR'S CERTIFICATE - SIGNED BY OWNERS

I, PAUL D. STEWART, A REGISTERED LAND SURVEYOR (ALABAMA, REG. NO. 30357) HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

PAUL D. STEWART, ALA. REG. NO. 30357

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE.

DRAWN BY: JAS	SCALE: 1" = 50'	REVISIONS	PROJECT	SHT. NAME	SHT. NO.
FIELD DATE: 06-07-23	S-T-R: SEC 22 T4S R1W				1 / 1
DWG. NO.: 2305-014	CLIENT: MCCALL RAYMER LEISERT PIERCE				
APPROVED BY: DGE	DRAWING DATE: 06-13-23				



Z:\projects\2023\06\13\23-05\2305-014\2305-014.dwg, jse-pc, 10:45:20AM, Jun 16, 2023

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1111 Springhill Avenue, f/k/a 1110 Oak Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1111 Springhill Avenue, f/k/a 1110 Oak Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1111 Springhill Avenue, f/k/a 1110 Oak Street** to be \$8,700.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: \$8,700.00 shall constitute a special assessment against the property at structure **1111 Springhill Avenue, f/k/a 1110 Oak Street** and being that property more particularly described as follows:

COMG AT NW COR OF OAK & HALLETT STS TH RUN W 300 FT (S) TO POB TH CONT W 44.22 FT TH NLY 227 FT(S) TH E 38.53 FT TH N 225.1 FT TH ELY 54.08 FT TH S 100 FT TH SE 35 FT TH N 100 FT TH E 35 FT TH S 275 FT(S) TH W 126 FT TH S 227 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel No.: 29 06 40 0 009 083.009

Owner: NATIONSTAR MORTGAGE LLC
PO BOX 619081
DALLAS TX 75261-9741

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

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

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 28, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1111 Springhill Avenue, f/k/a 1110 Oak Street**, for the proposed amount of **\$18,500.00**.

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

Lisa C. Lambert
City Clerk

April 25, 2024

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-139-21

LOCATION:
1111 Springhill Avenue/FKA 1110 Oak Street

Dear Ms. Lambert:

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

Legal Description: Commencing at the Southwest intersection of Springhill Ave. and Hallett Street. Run North 72° 15' 25" West along the South line of Spring Hill Avenue 269 feet to the point of beginning of the property herein described; thence South 05° 28' 38" West 232.06 feet to a point; thence run South 05° 56' 33" West for 73.64 feet to a point; thence run South 81° 37' 16" East for 4303 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South Right of Way line of Springhill Avenue; thence run North 72° 15' 25" West with the South right of way line of Springhill Avenue 46.95 feet to the point of beginning.

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Parcel Number: 0229 06 40 0 009 083.009

Amount: ~~\$ 8,500.00~~ \$8,700.00

Assessed: NATIONSTAR MORTGAGE LLC
PO BOX 619081
DALLAS, TX 75261-9741

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

Sincerely yours,



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

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



AlaFile E-Notice

02-CV-2016-901920.00

Judge: JAY A YORK

To: MCNAIR MICHAEL STEPHEN
msm@mcnairlawyer.com

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[Filer:]

Disposition: GRANTED
Judge: JAY
Notice Date: 7/17/2023 2:46:37 PM

SHARLA KNOX
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
CIRCUIT CIVIL DIVISION
205 GOVERNMENT STREET
MOBILE, AL, 36644

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charles.lewis@alacourt.gov

1110 Oak Street, Mobile, AL

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It is further **ORDERED**, Plaintiff will relinquish all rights it has in the real property commonly known as 1107 and 1109 Springhill Ave., Mobile, AL. Further, Michael Hamade, Mary-Ann Hamade and Benjamin Loper also relinquish all rights, title, and interest they had in the Property. Title to 1107 Springhill Ave., will be vested in the name of Michael Meeks.

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1107 Springhill Ave., Mobile AL

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Vendor's Lien Deed to Michael & Mary-Ann Hamade, recorded July 12, 1991, at Bk: 3744 Pg: 771.

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Deed to Benjamin E. Loper, recorded June 15, 2017, at Bk: LR7520 Pg: 1559;

Lis Pendens, recorded September 20, 2017, at Bk: LR7556 Pg: 1649:

Warranty Deed, recorded September 27, 2022, at Instrument #: 2022062718.

It is **ORDERED**, that any interests held by Michael Hamade, Mary-Ann Hamade, and Benjamin Loper in any of the four parcels listed above, are hereby terminated.

Lastly, it is **ORDERED** that the Mobile County Tax Assessor's office will reassess the taxes for the parcels described above.

This is a Final Order. All costs taxed as paid.

DONE this 17th day of July, 2023.

/s/ JAY A YORK
CIRCUIT JUDGE



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Rebecca Barfield, Paralegal II

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to authorize the use of the City rights-of-way for telecommunication purposes and for the Provider to use and install its fiber optic cable and related facilities for the purpose of creating certain telecommunications capabilities

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Rights of Way Use Agreement - Uniti Fiber GulfCo FA (Uniti executed 01 JUL 24)
2. Exhibit A GulfOCO FA
3. City of Mobile COI 2024-2025
4. Resolution for Rights of Way Use Agreement with Uniti Fiber GulfCo LLC

REVIEWERS:

Lana Gauthier
Lana Gauthier

RIGHTS-OF-WAY USE AGREEMENT FOR
UNITI FIBER GULFCO, LLC

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between Uniti Fiber GulfCo LLC, a Delaware limited liability company (the “Provider”), and the CITY OF MOBILE, ALABAMA (the “City”), (the Provider and the City being collectively referred to herein as the “Parties”).

WHEREAS, the Provider has requested the City to authorize the use of the City rights-of-way for telecommunication purposes and for the Provider to use and install its fiber optic cable and related facilities for the purpose of creating certain telecommunications capabilities; and,

WHEREAS, Alabama statutes and the Charter of the City of Mobile authorize the City to grant the use and occupancy of rights-of-way for placement of a system, and to adopt rules and regulations regarding such use and occupancy; and,

WHEREAS, the City has adopted a Rights-of-Way Construction and Administration Ordinance that regulates the excavation, construction and use of the rights-of-way by all persons in the City; and,

WHEREAS, the City is authorized to and should establish standards for occupancy of the rights-of-way by telecommunications facilities that are consistent with and recognize the Alabama Public Service Commission’s duties and jurisdiction; and,

WHEREAS, the City’s standards should:

- (a) Adequately reimburse the City for occupancy of the rights-of-way by facilities;
- (b) Fully protect the public and the City from any harm caused by private commercial use of rights-of-way;
- (c) Protect the regulatory authority of the City in a manner consistent with federal and state law; and
- (d) Otherwise protect the public interests in and promote the development and use of an advanced Telecommunications infrastructure; and

WHEREAS, the City agrees to grant the Provider the non-exclusive right to use the City rights-of-way described in Exhibit “A”, as the same may be amended from time to time due to the expansion and extension of the Provider’s network: and

WHEREAS, the Provider has agreed to accept the use of the rights-of-way in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

ARTICLE 1. FINDINGS, AUTHORITY AND DEFINITIONS

1.1 Declaration of Findings

The City makes the following findings:

A. The Rights-of-Way within Mobile:

- (a) Are a unique and physically limited resource;
- (b) Are critical to the travel and transport of persons and property in the City;
- (c) Are intended for public uses and must be managed and controlled consistent with that intent; and
- (d) Can be partially occupied by the facilities of utilities and other public service entities, to the enhancement of the health, welfare, and general economic well being of the City and its citizens.

1.2 Adopted Pursuant to Police Powers

The City adopts this Use Agreement pursuant to its general police powers and applicable law. Any rights granted to Provider pursuant to this Agreement are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. Provider shall comply with all applicable laws enacted by the City pursuant to its police powers, to the extent not inconsistent with Alabama or federal law.

1.3 Defined Terms

For purposes of this Agreement, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words “shall” and “will” are mandatory, and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Application” means an Application for a Use Agreement in the form determined by the City.
- B. “Facilities” means any portion of a system located in, along, over, upon, under, or through Rights-of-Way.
- C. “Gross Receipts” is the sum of any and all fees, charges or revenues received by the Provider for sales, services, lease, rentals, repairs, installation or any other revenue received

from the transmission of telephonic or electronic data or messages within the franchise area from facilities owned by Provider. Gross receipts shall include advertising and any other fee charged to commercial interests or consumers, but shall not include federal or state taxes collected from subscribers or revenues collected and paid to local exchange carriers. Gross receipts shall not recognize the manner in which revenues are collected or the inability of the Provider to collect its payments or debts, except for bad debts, or any other deductions to the sum of revenues reported. Gross Receipts shall not include revenues arising from or relating to Telecommunication Services that both originate and terminate outside the corporate limits of the City.

- D. “Lessee” means any person who acquires by lease or other use agreement the exclusive right to use one or more strands of fiber, conduit or other Facilities from Provider.
- E. “Telecommunications” means the transmission, between or among points specified by the user, or information of the user’s choosing (e.g., data, video, and voice), including Wholesale Lit Capacity, without change in the form or content of the information as sent and received.
- F. “Telecommunication Service(s)” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, including Wholesale Lit Capacity.
- G. “Telecommunication System” means the cables, wire, lines, towers, wave guides, optic fiber, antennae, and any associated converters, equipment, or Facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing Telecommunications to or from locations within the City.
- H. “Use Fee” means the fee paid by a Provider to the City for locating and maintaining Facilities in the Rights-of-Way.
- I. “Wholesale Lit Capacity” means the provision of telecommunication services by Provider to a wholesale user.

- (1) “Wholesale User” is a person or entity who acquires Telecommunication Services from Provider that does not own, lease or otherwise have or maintain facilities in the City’s rights of way.

ARTICLE 2. AUTHORITY FOR USE OF RIGHTS-OF-WAY AND SCOPE OF AGREEMENT

- 2.1 The Provider has designed, engineered, constructed, acquired, leased, or caused to be constructed, facilities and acquired appropriate interests in real property or other rights within the City, as may be required to continue to build out it’s fiber optic network. The Provider’s maintenance obligations shall be performed in accordance with industry standards. The Provider requests a grant from the City to use the City Rights-of-Way to expand and extend it's fiber optic network. The network within the City, as it exists at the time of passage of this said Right of Way Use Agreement, is as set forth in Exhibit A which is attached hereto and made part hereof:

Exhibit A Route Diagram

- 2.2 The City hereby agrees to provide access and use of its Rights-of-Way to the Provider for the construction, installation, and maintenance of its Telecommunications Facilities within the City limits. Under this Agreement, the Provider may erect, install, construct, repair, replace, relocate, reconstruct, remove, and retain in, on, under, upon, across and along the Rights-of-Way within the City, as located and approved by the City, as forth in paragraph 2.1 of this Agreement, such lines, cable, conductors, ducts, conduits, vaults, manholes, appliances, pedestals, attachments, small cell, and other property and equipment as are necessary and appropriate to the operation of the facilities.
- 2.3 The Provider shall construct, operate and maintain its Telecommunications Facilities in accordance with all applicable federal, state and local laws, including all permit requirements, and fee payments, and all other City codes and ordinances in effect as of the date of this Agreement or hereinafter adopted. The grant of this Agreement does not in any way impact the continuing authority of the City through the proper exercise of its police powers to adopt and enforce ordinances necessary to provide for the health, safety and welfare of the public. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of facilities on any

particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon the Provider.

- 2.4 The Provider agrees to comply with the terms and conditions of the City's Rights-of-Way Construction and Administration Ordinance, Article VIII, Chapter 57 of the Mobile City Code, which is incorporated herein by reference.
- 2.5 The Provider shall construct and maintain its Telecommunications Facilities so as not to unreasonably interfere with other uses of the Rights-of-Way. Where appropriate, the Provider shall make use of existing poles and other facilities available to the Provider. Except where emergencies make such action impractical, the Provider shall use reasonable efforts to notify all residents affected by the proposed work prior to commencement of such work. All construction and maintenance by Provider or its subcontractors shall be performed in accordance with industry standards.
- 2.6 At least thirty (30) days before the beginning of any installation, removal or relocation of its facilities, the Provider shall submit detailed plans of the proposed action to the City Engineer. The Department shall, within thirty (30) days of receipt of such plans, either approve the plans or inform the Provider of the reasons for disapproval. The Provider shall designate a responsible contact person with whom officials of the City Engineer can communicate with on all matters relating to facilities installation and maintenance.
- 2.7 Prior to any excavation within the Rights-of-Way, the Provider shall obtain a permit and perform such work in accordance with applicable provisions of the City Code, and any subsequent ordinances or regulations that may be adopted by the City regarding excavation work.
- 2.8 The Provider shall post a bond with the City in accordance with the City's Rights-of-Way Construction and Administration Ordinance in an amount determined by the City Engineer, to guarantee the timeliness and quality of any construction, repair and restoration work and to guarantee the removal of its facilities from the City's Rights-of-Way should such removal be required upon the expiration of this Agreement. In the alternative, Provider may submit a letter of guarantee, in lieu of bond, pursuant to Mobile City Code 57-235 (d).

- 2.9 Prior to the commencement of any construction or alteration of its Facilities located in the Rights-of-Way, the Provider shall furnish to the City Engineer a subsurface utility engineering study on any proposed route of construction, expansion or alteration, which shall consist of the following tasks:
- A. All available “as built” plans, plats and other location data indicating the existence and approximate location of all Facilities along the proposed construction route;
 - B. Completion of a visual survey and written record of the location and dimensions of any above ground features of any underground Facilities along the proposed construction route, including but not limited to manholes, valve boxes, utility boxes, post and visible street cut repairs;
 - C. Plot and incorporate the data obtained from completion of task “A” and “B” above, on to the Provider’s proposed system route maps, plan sheets and computer aided drafting and design (CADD) files; and
 - D. Provide all such data collected into a CADD file compatible with that used by the City Engineer and deliver a copy to the Engineer.
- 2.10 The Provider shall be responsible for all costs borne by the City that are directly associated with Provider’s installation, maintenance, repair and replacement of its Telecommunications Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the Permit Fee established pursuant to the Rights-of-Way Construction and Administration Ordinance. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Provider. Provider shall be responsible for its own costs incurred removing or relocating its Telecommunications Facilities when required by the City due to City requirements relating to maintenance and use of the Rights-of-Way for City purposes.

ARTICLE 3. TERM/TERMINATION

This Agreement shall take effect and be enforced thirty (30) days after final publication as required by *Alabama Code* Section 11-45-8(b)2)-29 (1975), and shall end on November 15, 2026, unless extended on a month-by-month basis at the request of the City. Either party may terminate this agreement by giving written notice within one hundred eighty (180) days.

ARTICLE 4. TRANSFER OF OWNERSHIP

- 4.1 Pursuant to the requirements of Section 220 of the Alabama Constitution, the Provider shall not sell, transfer, lease, assign, sublet, or dispose of in whole or in part, either by forced or voluntary sale, or by ordinary sale, consolidation, or otherwise, this Agreement or any of the rights or privileges granted by this Agreement, without the prior written consent of the City. Such consent shall not be unreasonably withheld. The City reserves the right to be reimbursed for its reasonable costs relating to the review of a transfer of ownership. Notwithstanding the foregoing, the prior consent of the City will not be required if Provider assigns or transfers this Agreement to any entity, firm or corporation which Provider controls, is controlled by, or is under common control with Provider. However, notice of any such transfer of ownership shall be provided to the City at least 30 days before the effective date of such transfer.
- 4.2 The provision of this Article shall not apply to leases or similar conveyances to persons or entities whose primary business use of the Provider's Facilities is the provision of Telecommunication Services, as defined herein, nor shall such persons or entities be required to obtain any additional authorizations for use of the City's rights of way other than the authority granted to Provider herein.
- 4.3 Providers of Telecommunications Services that lease or use dark fiber or other Facilities from the Provider shall be responsible for complying with all applicable City ordinances and regulations for use of the City's rights of way.

ARTICLE 5. COMPENSATION

5.1 Use Fee

- A. Within thirty (30) days after providing service, but not later than one year from the Effective Date of this Agreement, and annually thereafter for the term of this agreement, the Provider shall owe the greater of eighteen thousand dollars (\$18,000) or three percent (3%) of Gross Receipts as defined in this Agreement. In the case of when initial service is provided prior to the beginning of the City's fiscal year, this fee shall be prorated based on a 360-day year. Gross Receipts on Telecommunications Services that originate in one municipality and terminate in another shall

be evenly apportioned among the two municipalities for purposes of calculating the Use Fee owed to each municipality by the Company, such that the aggregate Use Fee paid by the Company to the two municipalities shall not exceed three percent (3%) of the Gross Receipts on said Telecommunications Services.

- B. Payment shall be made within forty-five (45) business days after the close of each city fiscal year (October 1 to September 30).
- C. If any annual payment is not received by the City within such period, the Provider shall pay interest on any such unpaid portion thereof at the rate of ten percent (10%) per annum from the first day after the pay period of forty-five (45) business days until paid to the City, and the Provider shall reimburse the City for the actual and reasonable out-of-pocket costs the City associated with collecting any sums of money the Provider is required to remit to the City pursuant to this Permit.
- D. The Provider shall receive a credit against its Use Fee equal to the other taxes, licenses, fees, and other impositions (except ad valorem taxes, assessments for special benefits, and occupational licenses taxes) levied or imposed by the City on such Provider.
- E. The Provider and its agents and outside contractors, shall make available for examination by the City or its authorized representative or agent, during normal business hours at a location mutually agreeable to Provider and the City, the books, records and accounts and other documentation of the Provider (hereinafter collectively referred to as the "Report") that, as determined by the City, are reasonably necessary to determine the accuracy of the gross receipts on recurring service revenues upon which the Permit Fee payment is based, and Provider shall, at Provider's election, either make copies of relevant portions of the Report at City's expense, or permit the City, or its authorized representative or agent, to make and remove copies of relevant portions of the Report at City's expense, including computer printouts or other data or customer billings. The City agrees to keep any documentation and reports confidential as may be provided by Alabama statutes.

5.2 The Provider shall send all payments payable hereunder, to:

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

5.3 In Kind Services

The Provider shall provide, either directly or through one of its affiliates, the City for its own noncommercial public use, four fiber strands of dark fiber throughout the Provider's Facilities within the city limits of Mobile. The City agrees to pay Provider the commercially reasonable costs of, or provide equipment necessary for, the connection of these Facilities to the City's fiber stands, provided, however, that the Provider shall fully cooperate with the City to facilitate such connection and shall ensure that all connections between the network and governmental facilities are completed within sixty (60) days of notice for connection to the Provider by the City.

ARTICLE 6. ACCEPTANCE

This Agreement shall be accepted by the Provider within thirty (30) days of enactment by the City Council and publication of said resolution, in full, once a week for three consecutive weeks in one or more newspapers of general circulation within the City at Provider's sole cost and expense as required by Ala. Code Section 11-44C-29 (1975). Provider's acceptance shall be in writing and by delivery of all payments, insurance certificates, applications, acceptance fees, and performance of other requirements relating to commencement of construction as set forth in this Agreement.

ARTICLE 7. CONFIDENTIAL INFORMATION

To the extent allowed by Alabama law, if requested each party shall preserve the other party's information obtained in the course of the Provider's use of the Rights-of-Way hereunder as confidential, and with the same degree of care in protecting its own confidential or proprietary information, however, in no event less than reasonable care. It is understood and agreed by the Provider that the City has the right to disclose this Agreement to governmental agencies having requisite governmental or judicial authority over the terms of this Agreement, provided that the City has given the Provider prior written notice of impending disclosure and the Provider has a reasonable opportunity to

seek confidential status or protective order or other such appropriate remedy. The obligations under this Article 7 shall survive termination of this Agreement.

ARTICLE 8. INDEMNIFICATION

The Provider shall indemnify, hold harmless, and defend the City, its officers, boards, commissions, agents, and employees in accordance with the City's Rights-of-Way Construction and Administration Ordinance.

ARTICLE 9. INSURANCE

9.1 During the term of this Agreement, the Provider shall obtain and maintain at the Provider's sole expense, with financially reputable insurers which are licensed to do business in all jurisdictions where any work is performed, naming the City as additional insured, not less than the following insurance:

- A. Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employer's liability limit of not less than \$500,000 per accident.
- B. Commercial general liability, including coverage for contractual liability and products completed operations liability, with a limit of not less than \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage liability, naming the City as an additional insured. Provider may utilize Umbrella Liability Policy to satisfy policy limits required in this section.

9.2 Certificate of Insurance.

The Provider shall, as a material condition of this Agreement, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially altered without first giving the City thirty (30) days prior written notice.

9.3 Nothing contained in this Agreement shall limit the Provider's liability to the City to the limits of insurance certified or carried.

ARTICLE 10. TAXES

The Provider shall be fully responsible for the payment of all lawfully assessed ad valorem, property, use, and other taxes owed by the Provider and attributable to Provider's use of the City's rights of way as described herein.

ARTICLE 11. NOTICE

For purposes of giving notice, as required by this Agreement, Provider's address is:

Uniti Fiber GulfCo LLC
ATTN: Kelly A. McGriff, Esq.
Vice President and Deputy General Counsel
Uniti Group Inc.
107 St. Francis Street, Suite 1800
Mobile, Alabama 36602

The City's address shall be:

Office of the City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633-1827

ARTICLE 12. MISCELLANEOUS

- 12.1 This Agreement, together with all Exhibits, shall constitute the entire Agreement and no negotiations or discussions prior to execution shall be of any effect.
- 12.2 The invalidity in whole or in part of any provision shall not affect the validity of any other provision.
- 12.3 The right and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity.
- 12.4 A waiver of a breach of any provision thereof shall not constitute a waiver of any other breach.
- 12.5 The laws of the State of Alabama shall govern this Agreement.

{Signature page to follow}

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year below written, but effective as of the day and year first set forth above.

CITY OF MOBILE, ALABAMA, An Alabama
Municipal Corporation

Uniti Fiber GulfCo LLC, a Delaware limited
liability Company.

By: _____
William S. Stimpson, Mayor

By: _____
Name: Kelly A. McGriff

Date: _____

Title: Vice President and Deputy General Counsel

Attested to:

Date: 7/1/24

By: _____
City Clerk

STATE OF Alabama)

COUNTY OF Baldwin)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Kelly A. McGriff, whose name as Vice President and Deputy General Counsel for Unity Group Inc. is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of Uniti Fiber GulfCo LLC, a Delaware limited liability Company, on the day the same bears date.

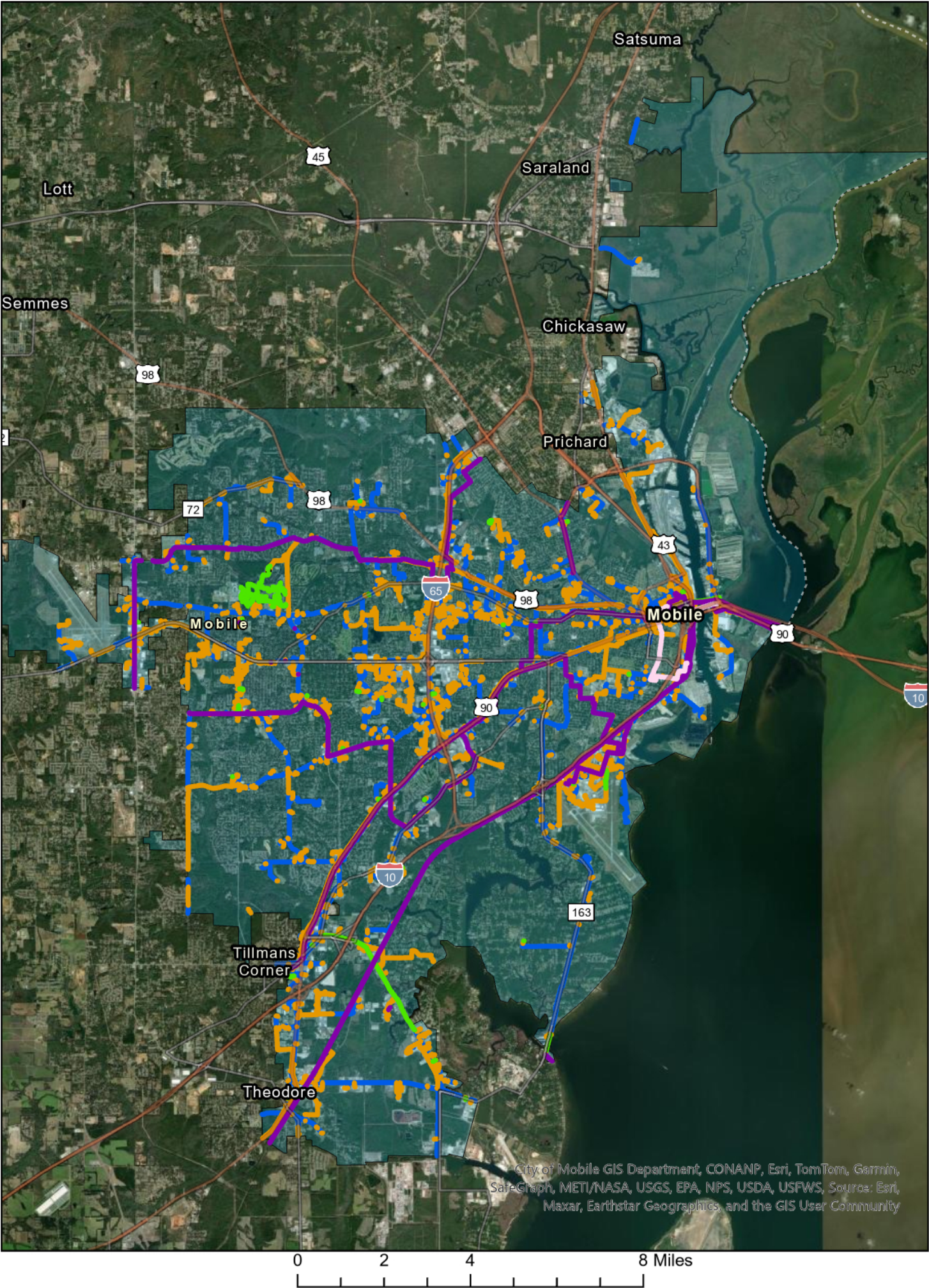
Given under my hand this the 1st day of July 2024.

(SEAL)



Notary Public
Name: Jessica Kaiser
AL Notary # N/A
My Commission Expires: 11/3/24

EXHIBIT A
Mobile, AL



Route Mileage: 935.12

Fiber

CableType

- Aerial
- Underground
- Conduit Only

- Non Uniti Duct
- Owned By Other
- Uniti Owned No Locate
- Mobile



Uniti Fiber cannot be held responsible for the misuse or misinterpretation of any information and offers no warranty guarantees or representations of any kind in connection to its accuracy or completeness. Uniti Fiber accepts no liability for any loss, damage or inconvenience caused as a result of reliance on this map. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2024

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

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

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: Cheri Johnson PHONE (A/C, No, Ext): (501)377-6319 E-MAIL ADDRESS: cheri.johnson@stephens.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE <table><tr><th>INSURER</th><th>NAIC #</th></tr><tr><td>INSURER A: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C: Travelers Property Casualty Co of Amer</td><td>25674</td></tr><tr><td>INSURER D: Farmington Casualty Company</td><td>41483</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Charter Oak Fire Insurance Company	25615	INSURER C: Travelers Property Casualty Co of Amer	25674	INSURER D: Farmington Casualty Company	41483	INSURER E:		INSURER F:	
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INSURER D: Farmington Casualty Company	41483														
INSURER E:															
INSURER F:															
INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201															

COVERAGES**CERTIFICATE NUMBER:** 80531239**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: B			660-9X04274A	3/1/2024	3/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY C			810-8X940669	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ D			CUP-9X133648	3/1/2024	3/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	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 N/A			UB-9X041545	3/1/2024	3/1/2025	☒ 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)

See Attached Addendum for Additional Coverage Details

CERTIFICATE HOLDERCity of Mobile
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

Stan Payne

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201	
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 (03/16)

HOLDER: City of Mobile

ADDRESS: P.O. Box 1827 Mobile AL 36633-1827

NAMED INSURED SCHEDULE:
 FIRST NAMED INSURED: UNITI GROUP INC
 Uniti Group LP LLC
 Uniti Group LP
 Uniti Group Finance Inc
 CSL Capital, LLC
 Talk America Services, LLC
 CSL National GP, LLC
 CSL National, LP - Below Entities are Holding Companies for REIT Assets
 CSL Alabama System, LLC
 CSL Arkansas System, LLC
 CSL Florida System, LLC
 CSL Georgia System, LLC
 CSL Iowa System, LLC
 CSL Kentucky System, LLC
 CSL Mississippi System, LLC
 CSL Missouri System, LLC
 CSL New Mexico, LLC
 CSL North Carolina Realty GP, LLC
 CSL North Carolina System, LP
 CSL North Carolina Realty, LP
 CSL Tennessee Realty Partner, LLC
 CSL Tennessee Realty, LLC
 CSL Ohio System, LLC
 CSL Oklahoma System, LLC
 CSL Texas System, LLC
 CSL Realty, LLC
 CSL Georgia Realty, LLC
 Uniti Holdings GP, LLC
 Uniti Holdings LP
 Uniti Fiber Holdings, Inc.
 Uniti Fiber LLC
 Uniti QRS Holdings GP LLC
 Uniti LATAM GP LLC
 Uniti QRS Holdings LP
 Uniti Leasing LLC
 Uniti Dark Fiber LLC
 Uniti Towers LLC
 PEG Bandwidth Services, LLC
 Contact Network, LLC
 PEG Bandwidth DC, LLC
 PEG Bandwidth DE, LLC
 Inline Services, LLC
 PEG Bandwidth LA, LLC
 PEG Bandwidth MA, LLC
 PEG Bandwidth MD, LLC
 PEG Bandwidth MS, LLC
 PEG Bandwidth NJ, LLC
 PEG Bandwidth PA, LLC
 PEG Bandwidth TX, LLC
 PEG Bandwidth VA, LLC
 PEG Bandwidth NY Telephone Corp



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201
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HOLDER: City of Mobile

ADDRESS: P.O. Box 1827 Mobile AL 36633-1827

Hunt Telecommunications, LLC
 Hunt Brothers of LA, LLC
 Integrated Data Systems, LLC
 Nexus Systems, Inc.
 Nexus Wireless, LLC
 Southern Light, LLC
 Uniti Wireless Holdings LLC
 Uniti LATAM LP
 Uniti Leasing X LLC
 Uniti Leasing XI LLC
 Uniti Leasing XII LLC
 Information Transport Solutions, Inc.
 Uniti Group Holdco Inc
 ANS Connect, LLC
 Uniti National, LLC
 Uniti Towers NMS, LLC
 BB Fiber Holdings, LLC
 Uniti Group Finance 2019 Inc.
 Uniti Fiber 2020, LLC
 Uniti Fiber GulfCo LLC
 Uniti Fiber ABS Parent, LLC
 Uniti Fiber Bridge HoldCo, LLC
 Uniti Fiber Bridge Borrower, LLC



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Mobile

ADDRESS: P.O. Box 1827 Mobile AL 36633-1827

NOTE - COPIES OF THE FORMS REFERENCED BELOW ARE AVAILABLE UPON REQUEST:

The General Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage

The "Other Insurance - Primary/Excess provision" with respect to additional insured's The General Liability policy includes blanket automatic waiver of subrogation provision where required by written agreement

The General Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if required by contract

The Auto Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage

The "Other Insurance - Primary/Excess provision" with respect to additional insured's The Auto Liability includes a blanket automatic waiver of subrogation provision where required by written agreement

The Auto Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract

The Workers Compensation includes a blanket automatic waiver of subrogation provision where required by written agreement

The Work Comp policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract

Longshore and Harbor Workers' Compensation Act endorsement (WC 00 01 06 A) is attached to the policy This endorsement amends the basic policy definition of workers compensation law to include the LHWCA

The Umbrella Liability follows over underlying General Liability, Auto Liability and Work Comp policies. The Umbrella policy includes additional insured as in underlying.

The Umbrella policy includes blanket waiver of subrogation where required by written contract

General Liability & Umbrella Liability policies both include separation of insured provisions.

The General Liability & Excess policies "do not" include cross suits exclusion endorsements.

The General Liability policy includes Contractual Liability Railroad

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY 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, the Rights-of-Way Use Agreement
between the City of Mobile and Uniti Fiber GulfCo LLC. A copy of said Agreement is on file in
the office of the City Clerk.

Adopted:

City Clerk

\\Citylawsrv\cycom\WPDocs\D026\P005\00128357.doc



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to create, fund and operate a Hospital based Violence Intervention Program (HVIP) in the City of Mobile in an effort to reduce re-injury from gun violence by addressing social needs and removing other contributing factors.

Amount of Contract:

\$360,000 (\$240,000 of which shall be City funding and \$120,000 of which shall be grant funding)

Funding Source

10041500-42200

ATTACHMENTS:

1. Resolution - USA Agreement for HVIP Project
2. final draft HVIP (003)

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the “HVIP Agreement” between the City of Mobile and the University of South Alabama, to work together to create, fund in the amount of \$360,000.00 (\$240,000 of which shall be City funding, and \$120,000 of which shall be grant funding received from the Mobile County Health Department), and operate a Hospital based Violence Intervention Program (“HVIP), as attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. The CITY COUNCIL finds that the HVIP Project provides counseling, monitoring, outreach and education to victims of gun violence during hospital treatment and as such funding thereof serves a public purpose. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

HVIP AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into between the City of Mobile, an Alabama municipal corporation (the “City”), and the University of South Alabama (“USA”), a public body corporate. The City and USA are each a “Party” to this Agreement and are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties desire to work together to create, fund and operate a Hospital based Violence Intervention Program (“HVIP”) in the City of Mobile in an effort to reduce re-injury from gun violence by addressing social needs and removing other contributing factors; and

WHEREAS, USA is uniquely suited to serve as a physical platform for the HVIP, providing counseling, monitoring, evaluation, outreach and education to victims of gun violence during hospital treatment and after discharge; and

WHEREAS, it is contemplated the HVIP will operate as described in the *City of Mobile & USA Health Hospital based Violence Intervention Program (HVIP) Summary* which is attached hereto and hereafter referred to as Exhibit A; and

WHEREAS, the City and USA have determined that implementation and funding of the HVIP will provide a valuable public safety benefit by reducing gun violence, will advance the health and safety of the citizen and public, will promote the order, prosperity, and welfare of the citizens, and will directly benefit the City and its residents and as such is in the best interest of the City and serves a valid and sufficient public purpose; and

WHEREAS, in consideration of the benefits to be received by the City and the general public, the City has committed to make certain funding available for the HVIP in the manner and in the amounts described herein; and

WHEREAS, the City has entered into a separate agreement to accept funds from the Mobile County Board of Health which have been earmarked for the HVIP, and City desires to add additional City general finances to this funding and together provide support to USA for the HVIP; and

WHEREAS, the Parties are desirous of setting forth the respective commitments of the Parties in a valid, binding, and enforceable agreement, as more fully described herein;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. USA agrees to create, operate and manage the HVIP as it is described in Exhibit A, and in accordance with the budget attached hereto as Exhibit B, for a term of two (2) years beginning on

August 1, 2024 (the “Effective Date”), and ending on July 31, 2026.

2. The City will appropriate for the use of USA the sum of \$360,000.00 (the “Funds”) to be used exclusively for the HVIP.
3. USA agrees to utilize the Funds solely for the HVIP, that is, the creation, management and operation of the HVIP as specifically set out in the description and scope in Exhibit A and in accordance with the budget attached hereto as Exhibit B.
4. The funds payable herein will be disbursed upon full execution of this Agreement, and receipt by City of a written invoice from USA in the full amount, to the following address: City of Mobile, Accounting Department, PO Box 1827, Mobile, AL 36633-1827. All funds shall be used for the operation of the HVIP. Payment will be made to: Office of Grants and Contracts Accounting, Administration Building, Room 362, University of South Alabama, Mobile, AL 36688. Email: ogca@southalabama.edu
5. USA agrees to refund to City any portion of the funds which are unused or used for any other purpose.
6. USA agrees to provide to City a report which shall summarize the accomplishments and activities of USA relating to the operation of the HVIP on a quarterly basis. All records related to the operation of the HVIP shall be maintained and made available to City upon request for the purpose of monitoring activity and expenditures for audit purposes.
7. USA shall in the performance of this contract comply strictly with all state and federal laws, rules and regulations, including City of Mobile anti-discrimination Ordinance No. 14-034, 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.
8. USA agrees and acknowledges that these funds are funding of last resort and that they cannot be provided to replace or duplicate any other funds. Should a duplication be identified, USA shall attempt to recapture the funds from any beneficiary and shall repay any funds so recovered to the City.
9. USA agrees to act reasonably to evaluate the need and the resources available to meet that need by reviewing current programs available at all levels of government and any anticipated non-governmental assistance from nonprofits or faith-based groups or resources likely to be received such as insurance proceeds.
10. Notwithstanding any of the provisions of this Agreement, it is agreed that CITY has no financial interest in the business of USA, and shall not be liable for any debts or obligations incurred by USA, nor shall CITY be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of USA. USA shall not be deemed to be the agent of CITY. CITY does not and will

not assume any responsibility for the means by which or manner in which USA operates the HVIP, but on the contrary, USA shall be wholly responsible therefor.

11. This Agreement is not assignable.
12. By signing this contract, the Parties represent and agree they are 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.
13. To the extent required by law the Parties shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof.
14. 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.
15. Neither Party shall be responsible for a delay or failure to perform due to causes or events not within its control, including, without limitation, an act of God or government, civil disturbances, fire or other catastrophe, electrical or computer failure, telecommunication failure, disruption of public transportation, storm or other severe weather conditions, intervening illegality, or delay or failure of the other party to act.
16. This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

City of Mobile

By: _____
William S. Stimpson, Mayor

ATTEST:

Lisa C. Lambert, City Clerk

University of South Alabama

By: _____
Its: V.P., Research and Economic Development

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lynne U. Chronister, whose name as V.P. for Research and Economic Development of the University of South Alabama, 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 said Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Subscribed and sworn to before me on this the ____ day of _____, 2024.

Notary Public
My Commission Expires: _____

(SEAL)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Shayla Beaco, Exec Dir - Build Mobile

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution Stephen McNair and Barja Wilson appointments July 2024

REVIEWERS:

Lana Gauthier

Lana Gauthier

2024

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS, William S. Stimpson, Mayor, pursuant to Mobile City Code Section 44- 75(c), has nominated the below named individuals to serve on the Architectural Review Board;

BE IT RESOLVED THAT THE CITY COUNCIL FOR THE CITY OF MOBILE hereby appoints the following individuals to serve on the Architectural Review Board, as follows:

Stephen McNair effective immediately for a 3-year term;
Barja Wilson effective immediately for a 1-year term.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 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 Power DMS Inc for annual subscription renewal for Power Policy Professional policy management software for MPD.

Amount of Contract:

\$15,068.48

Funding Source

General Fund

ATTACHMENTS:

1. 20240627 Power Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 9 July 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 Power DMS Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Power DMS Inc for annual subscription renewal for Power
Policy Professional policy management software for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$15,068.48

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; bid exempts as software.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>9966</u>	2024	(1530) POLICE ADMIN SERVICES	ANNUAL RENEWAL OF POWER-POLICY- PROFESSIONAL POLICY MANAGEMENT SOFTWARE FOR MPD (PRICE BELOW BID REQUIREMENT, EXEMPT AS SOFTWARE)	\$15,068.48	<u>(286661) POWER DMS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009966-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42110. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor POWER DMS INC 200 E ROBINSON STREET SUITE 425 ORLANDO, FL 32801 Tel#800-749-5104 Fax 407-210-0113	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
06/03/24	286661				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

RENEWAL ORDER #Q-256776

OK PER SCOTT KEARNEY

001	POWERDMS - RENEWAL POWERPOLICY PROFESSIONAL SUBSCRIPTION START DATE - 8/3/2024 END DATE - 8/2/2025 LICENSE QTY - 699 LEGACY TRAINING INCLUDED START DATE: 8/3/2024 END DATE: 8/2/2025 QTY LICENSE - 699 Vendor Item	1.00 EACH	15068.48000	15068.48
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1	1000.30.15.1530.1530.1530.0000.0000.42110.			15068.48
---	--	--	--	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Requisition Total	15068.48
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009966-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42110. Review: Buyer: 9105fola Status: Approved
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Page 2

Vendor
 POWER DMS INC
 200 E ROBINSON STREET
 SUITE 425

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

ORLANDO, FL 32801
 Tel#800-749-5104
 Fax 407-210-0113

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/24	286661				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.42110.		
POLICE ADMIN SERVICES EXP	15068.48	4330297.63
DUES & SUBSCRIPTION		

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

Activity	Date	Clerk	Comment
Approved	06/26/24	DONALD ROSE	Approved by: 9105fola
Approved	06/26/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	06/26/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	06/26/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	06/26/24	JOHN PAINE	Auto approved by: 910516727
Approved	06/26/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 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 Nixon Power Services LLC for cover for emergency generator at MPD 1st Precinct.

Amount of Contract:

\$27,747.00

Funding Source

Capital equipment

ATTACHMENTS:

1. 20240702 Nixon Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 9 July 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 Nixon Power Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Nixon Power Services LLC for cover for emergency generator at MPD 1st Precinct.
Capital

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$27,747.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; competitive price quotes.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): 2 quotes

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>10905</u>	2024	(3032) ARCHITECTURAL ENGINEERING	COVER FOR EMERGENCY GENERATOR AT MPD 1 ST PRECINCT (PRICE BELOW BID REQUIREMENT)	\$27,747.00	<u>(297820) NIXON POWER SERVICES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010905-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 1

Vendor
 NIXON POWER SERVICES LLC
 155 FRANKLIN RD SUITE #255

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Delivery Reference
 BRENDA PRKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/24	297820	06/24/24			ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
001 TO PROVIDE & INSTALL A FACTORY KOHLER SOUND STEEL STANDARD WEATHER & SOUND ENCLOSURE FOR GENERATOR MODEL #KG150 COLOR: FACTORY KOHLER CREAM BEIGE Additional Description Notes	1.00 JOB	27747.00000	27747.00

PER YOUR QUOTE DATED 06.18.24

DELIVER TO MPD 1ST PRECINCT @ 2601 DIP

ENCLOSURE IS FOR GENERATOR PURCHASED ON PO#22010599 THAT EXCLUDED COVER

FOR QUESTIONS OR CONCERNS CONTACT D. CORDINGLY @ 251.208.7637

1 2000.80.00.0000.0000.0000.0000.47010. E C0629 .CAPEQUIPMT.	27747.00
---	----------

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 BRENDA PRKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010905-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor
 NIXON POWER SERVICES LLC
 155 FRANKLIN RD SUITE #255

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Delivery Reference
 BRENDA PRKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/24	297820	06/24/24			ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
MOBILE, AL 36644			

Requisition Link

Requisition Total 27747.00

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

Account	Amount	Remaining Budget
E C0629 .CAPEQUIPMT. .	27747.00	118347.30

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	27747.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	06/28/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	06/28/24	CASSIE BOATWRIGHT	
Approved	06/28/24	BRENDA RHODES	
Approved	06/28/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/28/24	RELYA MALLORY	Auto approved by: 910511034
Approved	06/28/24	DONALD ROSE	Auto approved by: 9105paij
Approved	06/28/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/28/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/28/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/28/24	JOHN PAINE	
Approved	06/28/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010905-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 3
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Vendor
 NIXON POWER SERVICES LLC
 155 FRANKLIN RD SUITE #255

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Delivery Reference
 BRENDA PRKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/24	297820	06/24/24			ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Yester Oaks - Claridge Gate and Closure Resolution

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

SPONSORED BY: COUNCILMEMBER JOEL DAVES

BE IT RESOLVED by the City Council of the City of Mobile that the portion of the public road on Yester Oaks Drive just south of its intersection with Claridge Road South is hereby closed to private traffic, and the Council further approves of and consents to the placement of a barrier, gate, or similar device by or at the direction of the City in an appropriate location on City property to be determined so as to effect the closure. Any such barrier is to be opened for use only by City employees and/or authorized emergency responders and services.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Helios Alliance PSA
2. Doc#_54710775_v_1_The Helios Alliance Professional Svcs Phase I_

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Professional Services Agreement between the City of Mobile and The Helios Alliance, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, 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

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF MOBILE AND THE HELIOS ALLIANCE.**

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 The Helios Alliance, ("Helios") an Alabama Corporation ("Service Provider").

WHEREAS, Helios/Service Provider offers professional consulting services to the City of Mobile.

WHEREAS, the City of Mobile desires to utilize professional services in order to aid the City of Mobile with abatement planning for the City of Mobile's opioid settlement funds and provide recommendations on how to properly disperse the City's opioid settlement funds in a responsible and reasonable manner.

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 follows:

Helios uses System Dynamics simulation modeling as the core technology for its computer simulation platform. To date, Helios has already designed and constructed a transparent, data-driven National Opioid Abatement Model and an Abatement Model for the State of Alabama. This approach enables decision makers to gain a deeper understanding of the crisis, to predict its patterns, and to implement evidence-based strategies for prevention, treatment, and recovery.

Under this contract, Helios will further refine its prior work to consider additional relevant Mobile-specific data. The resulting Mobile Model will allow Helios to:

- Assess the current recovery ecosystem.
- Predict impacts before investing funds in abatement programs.
- Monitor progress during all stages of programming.
- Measure outcomes along the continuum of care, from prevention to treatment.
- Identify gaps in services provided within the opioid space.

- Provide a return on investment by providing each entity with evidence to support additional funding requests from public and private institutions.
- Support spending and funding decisions by providing evidence-based reasoning.

Under this contract, the services provided to the City of Mobile will include three key components:

- Developing and running a robust RFP process within four priority areas (treatment, prevention, survival programs, and communication). All proposals will be evaluated using the Mobile Model.
- Providing the City's decision makers with an analysis of proposals in advance of funding decisions.
- Evaluating grant performance by integrating results into the simulation platform and assessing outcomes.

2. **TERM:** The Services are to be performed beginning July, 2024 through September 30, 2025. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances. By written agreement, the parties can extend said term.
3. **COMPENSATION:** Service provider's fees are as follows:
The amount payable to (Helios) for the services provided under this Agreement, shall be in the amount of \$154,000. This amount shall be paid in four (4) equal payments of \$38,500. The first payment shall be due upon the passing of this contract by the Mobile City Council and the subsequent execution by the Mayor.
4. **INVOICE:** Service Provider shall submit an invoice for said monthly fee at the appropriate time. The City will not pay Service Provider for any travel expenses that have not been pre-approved. It is the Service Provider's responsibility to ensure that it is properly registered with the City as a vendor to receive payment.
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 procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein:

A. **Types of Insurance Coverage and Limits**

1. Automobile Liability Insurance: Limits of \$1,000,000 combined single limit covering "Any Auto" utilized by the Service Provider, its agents, servants, or employees in any way for its work under this Agreement. In the event a policy covering "Any Auto" is not available, said policy shall cover at a minimum owned, non-owned, and hired automobiles.
2. Workers Compensation and Employer's Liability Insurance: Said insurance must not be less than limits of \$1,000,000 for Employer's Liability (each accident); \$1,000,000 for Employer's Liability disease (policy limit); and \$1,000,000 for Employer's Liability disease (each employee).
3. Professional Liability Insurance: Said insurance must not be less than limits of \$1,000,000 for Service Provider's liability.

B. Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

C. Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

8. **INDEMNITY:** Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is

the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

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:** The Parties agree that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.
12. **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.
13. **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.
14. **FORCE MAJEUR:** 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.

15. 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.
16. 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.
17. 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.
18. 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: The Helios Alliance
358 Saint Louis Street
Mobile, AL 36602

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

CITY OF MOBILE, a Municipal
Corporation

ATTEST:

By: _____
Name: William S. Stimpson
As its: Mayor

City Clerk

SERVICE PROVIDER: The Helios Alliance

ATTEST:

By: _____

Name: Caroline Etherton

As its: Chair

—

Print Name & Title



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION - golf path easement
2. Legal descript
3. Legal descript
4. Easement - City of Mobile to Mobile County - golf path

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

SPONSORED BY: COUNCILMEMBER REYNOLDS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and 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 easement, to MOBILE COUNTY, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS, and other good and valuable consideration the adequacy of which is acknowledged by the City Council, to provide for a public golf path at Mobile County's golf course located on St. Andrew's Lane East.

ADOPTED:

City Clerk

July 8, 2024

VIA: HAND DELIVERY

Ricardo A. Woods, Esq.
Burr & Forman
11 N. Water Street, Suite 22200
Mobile, AL 36602

Jay M. Ross
Direct: 251.650.0873
jay.ross@arlaw.com

**RE: EASEMENT BY MOBILE COUNTY FOR
GOLF CART PATH**

Dear Ricardo:

In follow-up to our recent telephone conference, please find enclosed a copy of the plat which shows the easement needed by Mobile County from the City of Mobile for the golf path at the County's Golf Course on St. Andrews Lane East.

Please do not hesitate to call me if you have any questions.

Sincerely yours,

JAY M. ROSS
Attorney for Mobile County

JMR/src
Enclosures

RIGHT OF WAY DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 148, RIVIERE DU CHIEN COUNTRY CLUB ESTATES AS RECORDED IN MAP BOOK 21, PAGE 74 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 68°25'43" EAST, 52.34 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 46.52 FEET, AN ARC DISTANCE OF 65.89 FEET (THE CHORD BEARS NORTH 27°50'53" EAST, AND MEASURES 60.52 FEET); THENCE RUN NORTH 12°43'56" WEST, 461.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 315.69 FEET, AN ARC DISTANCE OF 99.18 FEET (THE CHORD BEARS NORTH 3°43'56" WEST, AND MEASURES 98.77 FEET); THENCE RUN NORTH 5°16'04" EAST, 216.04 FEET; THENCE RUN SOUTH 80°42'06" EAST, 249.27 FEET; THENCE RUN SOUTH 1°28'22" WEST, 50.47 FEET; THENCE RUN NORTH 80°42'06" WEST, 202.50 FEET; THENCE RUN SOUTH 5°16'04" WEST, 162.39 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 265.69 FEET, AN ARC DISTANCE OF 83.47 FEET (THE CHORD BEARS SOUTH 3°43'56" EAST, AND MEASURES 83.13 FEET); THENCE RUN SOUTH 12°43'56" EAST, 407.00 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 106.00 FEET, AN ARC DISTANCE OF 106.86 FEET (THE CHORD BEARS SOUTH 41°36'43" EAST, AND MEASURES 102.39 FEET); THENCE RUN SOUTH 70°29'31" EAST, 804.10 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 21.03 FEET (THE CHORD BEARS NORTH 85°24'48" EAST, AND MEASURES 20.41 FEET); THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 241.19 FEET (THE CHORD BEARS SOUTH 19°30'29" WEST, AND MEASURES 66.67 FEET); THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 21.03 FEET (THE CHORD BEARS NORTH 46°23'49" WEST, AND MEASURES 20.41 FEET); THENCE RUN NORTH 70°29'31" WEST, 763.12 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 104.46 FEET, AN ARC DISTANCE OF 74.90 FEET (THE CHORD BEARS SOUTH 88°58'06" WEST, AND MEASURES 73.30 FEET); THENCE RUN SOUTH 68°25'42" WEST, 283.22 FEET; THENCE RUN NORTH 21°34'17" WEST, 50.00 FEET; THENCE RUN NORTH 68°25'43" EAST, 162.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.69 ACRES MORE OR LESS.

July 8, 2024

VIA: HAND DELIVERY

Ricardo A. Woods, Esq.
Burr & Forman
11 N. Water Street, Suite 22200
Mobile, AL 36602

Jay M. Ross
Direct: 251.650.0873
jay.ross@arlaw.com

**RE: EASEMENT BY MOBILE COUNTY FOR
GOLF CART PATH**

Dear Ricardo:

In follow-up to our recent telephone conference, please find enclosed a copy of the plat which shows the easement needed by Mobile County from the City of Mobile for the golf path at the County's Golf Course on St. Andrews Lane East.

Please do not hesitate to call me if you have any questions.

Sincerely yours,

JAY M. ROSS
Attorney for Mobile County

JMR/src
Enclosures

RIGHT OF WAY DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 148, RIVIERE DU CHIEN COUNTRY CLUB ESTATES AS RECORDED IN MAP BOOK 21, PAGE 74 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 68°25'43" EAST, 52.34 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 46.52 FEET, AN ARC DISTANCE OF 65.89 FEET (THE CHORD BEARS NORTH 27°50'53" EAST, AND MEASURES 60.52 FEET); THENCE RUN NORTH 12°43'56" WEST, 461.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 315.69 FEET, AN ARC DISTANCE OF 99.18 FEET (THE CHORD BEARS NORTH 3°43'56" WEST, AND MEASURES 98.77 FEET); THENCE RUN NORTH 5°16'04" EAST, 216.04 FEET; THENCE RUN SOUTH 80°42'06" EAST, 249.27 FEET; THENCE RUN SOUTH 1°28'22" WEST, 50.47 FEET; THENCE RUN NORTH 80°42'06" WEST, 202.50 FEET; THENCE RUN SOUTH 5°16'04" WEST, 162.39 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 265.69 FEET, AN ARC DISTANCE OF 83.47 FEET (THE CHORD BEARS SOUTH 3°43'56" EAST, AND MEASURES 83.13 FEET); THENCE RUN SOUTH 12°43'56" EAST, 407.00 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 106.00 FEET, AN ARC DISTANCE OF 106.86 FEET (THE CHORD BEARS SOUTH 41°36'43" EAST, AND MEASURES 102.39 FEET); THENCE RUN SOUTH 70°29'31" EAST, 804.10 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 21.03 FEET (THE CHORD BEARS NORTH 85°24'48" EAST, AND MEASURES 20.41 FEET); THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 241.19 FEET (THE CHORD BEARS SOUTH 19°30'29" WEST, AND MEASURES 66.67 FEET); THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 21.03 FEET (THE CHORD BEARS NORTH 46°23'49" WEST, AND MEASURES 20.41 FEET); THENCE RUN NORTH 70°29'31" WEST, 763.12 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 104.46 FEET, AN ARC DISTANCE OF 74.90 FEET (THE CHORD BEARS SOUTH 88°58'06" WEST, AND MEASURES 73.30 FEET); THENCE RUN SOUTH 68°25'42" WEST, 283.22 FEET; THENCE RUN NORTH 21°34'17" WEST, 50.00 FEET; THENCE RUN NORTH 68°25'43" EAST, 162.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.69 ACRES MORE OR LESS.

STATE OF ALABAMA

COUNTY OF MOBILE

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF MOBILE, ALABAMA**, an Alabama municipal corporation (hereinafter referred to as GRANTOR), for and in consideration of the amount of One Dollar and No/100s (\$1.00) and other good and valuable consideration in hand paid to the GRANTOR by **MOBILE COUNTY, ALABAMA**, a County of the State of Alabama (hereinafter referred to as the GRANTEE), the receipt and sufficiency whereof is hereby acknowledged by the said GRANTOR, and for the further consideration of the general benefit which will accrue to the public and the benefit which may accrue to the GRANTOR by reason of the improvements hereinafter referred to, does hereby, subject to the terms hereinafter contained, GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEE, its successors and assigns, a right and exclusive permanent easement for construction, operation, inspection, and/or maintenance of a public golf path to be used in conjunction with a golf course owned and operated by Mobile County, in, on, over, under, through, across and above a certain parcel of real property, lying and being in the County of Mobile, State of Alabama, which parcel is more particularly described as follows:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 148, RIVIERE DU CHIEN COUNTRY CLUB ESTATES AS RECORDED IN MAP BOOK 21, PAGE 74 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 68°25'43" EAST, 52.34 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 46.52 FEET, AN ARC DISTANCE OF 65.89 FEET (THE CHORD BEARS NORTH 27°50'53" EAST, AND MEASURES 60.52 FEET); THENCE RUN NORTH 12°43'56" WEST, 461.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 315.69 FEET, AN ARC DISTANCE OF 99.18 FEET (THE CHORD BEARS NORTH 3°43'56" WEST, AND MEASURES 98.77 FEET); THENCE RUN NORTH 5°16'04" EAST, 216.04 FEET; THENCE RUN SOUTH 80°42'06" EAST, 249.27 FEET; THENCE

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TO HAVE AND TO HOLD the above-described property unto the said GRANTEE, its successors and assigns, forever.

And except as to all other easements, rights of way, restrictions or reservations of record together with all of those things specifically mentioned above, the said GRANTOR, for itself, its successors and assigns, does hereby covenant with the GRANTEE, its successors and assigns, that the GRANTOR is seized of an indefeasible estate in fee simple in said property, and that the GRANTOR does hereby warrant and will forever defend the above described easement and rights unto the GRANTEE, its successors and assigns, against the lawful claims of all persons.

GRANTEE does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment and use of said easement(s), including the right to construct and maintain the golf

path and the right of necessary and reasonable ingress and egress by the agents, employees and equipment of GRANTEE, its successors and assigns, over and across the above described easement(s) and over and across the real property of GRANTOR to said permanent easement(s) for the purpose of exercising the rights, privileges and easements hereinabove described.

GRANTEE does hereby further obtain the right, privilege and easement to cut, trim and remove any brush, trees or other obstructions upon the hereinabove described land, together with the right of ingress and egress to and from, over and above the hereinabove described land, for the purpose of keeping the same clear of all trees, timber, brush, undergrowth or any other objectionable obstructions.

GRANTOR, its successors and assigns, shall not excavate, construct or permit to be constructed on or over the above-described easement(s) any obstruction that may interfere with the rights hereby granted.

The foregoing easement, including all documents incorporated herein by reference, if any, and any addendum to this easement between GRANTOR and GRANTEE of even date herewith, constitutes the complete and exclusive agreement between GRANTOR and GRANTEE with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such subject matter.

IN WITNESS WHEREOF, the said GRANTOR has executed this instrument on this the _____ day of _____, 2024.

[EXECUTIONS AND NOTARIZATION ON FOLLOWING PAGE]

ATTEST:

City Clerk, City of Mobile

GRANTOR:

THE CITY OF MOBILE, ALABAMA

BY: _____

ITS: _____

DATE: _____

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that _____, whose name as _____ of the City of Mobile, Alabama is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he/she, as officer/representative and with full authority, executed the same voluntarily for and as the act of said City of Mobile, Alabama on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

GRANTOR'S ADDRESS:

The City of Mobile, Alabama
Government Plaza
205 Government Street
Mobile, AL 36602

GRANTEE'S ADDRESS:

Mobile County, Alabama
P.O. Box 1443
Mobile, AL 36633

Property Address:

1350 Montlimar Drive
Mobile, AL 36609

INSTRUMENT PREPARED BY:

Michael M. Linder, Jr.

The Atchison Firm, P.C.
411 Azalea Road
Mobile, Alabama 36609

PREPARED WITHOUT TITLE EXAMINATION

**AN ORDINANCE DONATING CERTAIN CITY PROPERTY TO MOBILE COUNTY
FOR THE PURPOSE OF A PUBLIC GOLF PATH**

SPONSORED BY: COUNCILMEMBER REYNOLDS

**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 certain property located in Mobile County on or near the former Linksman Golf Course, currently being renovated as a new Mobile County public golf facility, and hereinafter described more particularly, is no longer needed by the City for public or municipal purposes and is hereby donated to Mobile County, Alabama for the purpose of constructing and maintaining a public golf path. The City Council further finds that said donation is in the best interest of the City of Mobile and that it is in the public interest that said property be donated to Mobile County, Alabama for that purpose.

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 148, RIVIERE DU CHIEN COUNTRY CLUB ESTATES AS RECORDED IN MAP BOOK 21, PAGE 74 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 68°25'43" EAST, 52.34 FEET; TTHENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 46.52 FEET, AN ARC DISTANCE OF 65.89 FEET (THE CHORD BEARS NORTH 27°50'53" EAST, AND MEASURES 60.52 FEET); THENCE RUN NORTH 12°43'56" WEST, 461.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 315.69 FEET, AN ARC DISTANCE OF 99.18 FEET (THE CHORD BEARS NORTH 3°43'56" WEST, AND MEASURES 98.77 FEET); THENCE RUN NORTH 5°16'04" EAST, 216.04 FEET; THENCE RUN SOUTH 80°42'06" EAST, 249.27 FEET; THENCE RUN SOUTH 1°28'22" WEST, 50.47 FEET; THENCE RUN NORTH 80°42'06" WEST, 202.50 FEET; THENCE RUN SOUTH 5°16'04" WEST, 162.39 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 265.69 FEET, AN ARC DISTANCE OF 83.47 FEET (THE CHORD BEARS SOUTH 3°43'56" EAST, AND MEASURES 83.13 FEET); THENCE RUN SOUTH 12°43'56" EAST 407.00 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVIGN A RADIUS OF 106.00 FEET, AN ARC DISTANCE OF 106.86 FEET (THE CHORD BEARS SOUTH 41°36'43" EAST AND MEASURES 102.39 FEET); THENCE RUN SOUTH 70°29'31" EAST, 804.10 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 21.03 FEET

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SECTION TWO: The Mayor and the 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 Quitclaim Deed attached hereto for the property described above.

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

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

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5009

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Medal Of Honor Park - Site And Lighting Improvements

CAPITAL PROJECT #: C0789 (20002000-48010)

CONTRACT AMOUNT: \$1,472,133.70 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001-23

PROJECT DESCRIPTION: The work of this contract consists of vehicular and pedestrian circulation improvements, amphitheater grading and stabilization and ADA improvements, landscaping, irrigation, and drainage improvements, and softball field lighting and erosion control.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024

CONTRACT #5010

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Medal Of Honor Park - Ballfield Improvements

CAPITAL PROJECT #: C0971 (20002000-48010)

CONTRACT AMOUNT: \$77,710.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001A-23

PROJECT DESCRIPTION: Sports field grading and stabilization, and new irrigation.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR

NUMBER: 293714

DEPT #: 3032
ENGINEERING

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

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024

CONTRACT #5011

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Medal Of Honor Park - Court Improvements

CAPITAL PROJECT #: C0970 (20002000-
48010)

CONTRACT AMOUNT: \$135,000.00 DATE OF
RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001B-23

PROJECT DESCRIPTION: Court lighting and fencing.

VENDOR NAME: Harris Contracting Services,
Inc.

VENDOR
NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor Stimpson

Josh Woods, Councilmember

Purpose and Scope of Project:

Vehicular and pedestrian circulation improvements, amphitheater grading and stabilization and ADA improvements, landscaping, irrigation, and drainage improvements, and softball field lighting and erosion control. Sports field grading and stabilization, and new irrigation.

Amount of Contract:

\$1,684,843.70

Funding Source

C0789 CIP PK MOH ENTRANCE AMPITH LIGHTS (20002000-48010)

C0971 Medal Of Honor Park - Ballfield Improvements (20002000-48010)

C0970 Medal Of Honor Park - Court Improvements (20002000-48010)

ATTACHMENTS:

1. 3 project version PR-001-23_MOH_package

REVIEWERS:

Emma Dean

Cassie Boatwright

Brenda Rhodes

Chris Kern

James Barber

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Josh Woods

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

Name of Company: Harris Contracting Services, Inc.

Project Name: Medal Of Honor Park - Site And Lighting Improvements
&
Medal Of Honor Park - Ballfield Improvements
&
Medal Of Honor Park - Court Improvements

Project Number: PR-001-23
&
PR-001A-23
&
PR-001B-23

Amount: \$1,684,843.70

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Medal Of Honor Park - Site And Lighting Improvements

CAPITAL PROJECT #: C0789 (20002000-48010)

CONTRACT AMOUNT: \$1,472,133.70 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001-23

PROJECT DESCRIPTION: The work of this contract consists of vehicular and pedestrian circulation improvements, amphitheater grading and stabilization and ADA improvements, landscaping, irrigation, and drainage improvements, and softball field lighting and erosion control.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Medal Of Honor Park - Ballfield Improvements

CAPITAL PROJECT #: C0971 (20002000-48010)

CONTRACT AMOUNT: \$77,710.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001A-23

PROJECT DESCRIPTION: Sports field grading and stabilization, and new irrigation.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Medal Of Honor Park - Court Improvements

CAPITAL PROJECT #: C0970 (20002000-48010)

CONTRACT AMOUNT: \$135,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001B-23

PROJECT DESCRIPTION: Sports field grading and stabilization, and new irrigation.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024



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)

Harris Contracting Services, Inc.
5413 Lott Rd
Eight Mile, AL 36613
City of Mobile Business License Number: 103178
Secretary of State Registration Number: 000-338-516

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

Medal Of Honor Park - Site And Lighting Improvements
1711 Hillcrest Road
Mobile, Alabama 36609
PR-001-23
Medal of Honor Park Site and Lighting improvements includes, but is not limited to, vehicular and pedestrian circulation improvements, amphitheater grading and stabilization and ADA improvements, landscaping, irrigation, and drainage improvements, and softball field lighting and erosion control.

Medal Of Honor Park - Ballfield Improvements
1711 Hillcrest Road
Mobile, Alabama 36609
PR-001A-23
Sports field grading and stabilization, and new irrigation.

Medal Of Honor Park - Court Improvements
1711 Hillcrest Road
Mobile, Alabama 36609
PR-001B-23
Court lighting and fencing.

The Architect:
(Name, legal status, address and other information)
Kimley-Horn and Associates, Inc.
11 North Water Street, Suite 9290 Mobile,
Alabama 36602

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

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:

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☒ 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.)

☒ Not later than Two Hundred Forty (240) 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 One Million Six Hundred Eighty-Four Thousand Eight Hundred Forty-Three and 70/100 (\$ 1,684,843.70), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$1,186,026.20

Contingency Allowance: \$50,000.00

Total Bid: \$1,236,026.20

Alternate 1 Amphitheater Improvements: \$236,107.50

Alternate 2 Softball Field Drainage And Landscape Improvements: \$77,710.00

Alternate 3 Pickleball Court: \$25,000.00

Alternate 4 Tennis Court Fencing Improvements: \$110,000.00

Total Contract Sum: \$1,684,843.70

Project Contracts Shall Be Divided Into Three Accounts:

Site and Lighting Improvements: \$1,472,133.70

Ballfield Improvements: \$77,710.00

Tennis/Pickleball Courts Improvements: \$135,000.00

Total: \$1,684,843.70

§ 4.2 Alternates

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

Item	Price
Alternate 1 Amphitheater Improvements	\$236,107.50
Alternate 2 Softball Field Drainage And Landscape Improvements	\$77,710.00
Alternate 3 Pickleball Court	\$25,000.00
Alternate 4 Tennis Court Fencing Improvements	\$110,000.00

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Fifty Thousand and 00/100 (\$50,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.

C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or

(Table deleted)

undertaking work.

D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
MOBILIZATION	1 LS	\$100.000.00

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User Notes:

DEMOLITION	1 LS	\$53,821.00
SILT FENCE	1 LF	\$5.50
EROSION CONTROL PRODUCT, (WATTLES)	1 EA	\$100.00
CLEARING AND GRUBBING	1 LS	\$25,000.00
UNCLASSIFIED EXCAVATION	1 CY (TBM)	\$48.00
BORROW EXCAVATION	1 CY (TBM)	\$24.00
6" CRUSHED AGGREGATE BASE COURSE	1 SY	\$16.00
CONCRETE SIDEWALK, 4" THICK		
CONCRETE STAIR	1 SY	\$60.00
TRUNCATED DOMES	1 EA	\$5 000.00
PAVEWAY SYSTEMS CROSSWALKS	1 EA	\$100.00
COMBINATION CURB & GUTTER, TYPE M-1	1 LS	\$44,000.00
	1 LF	\$52.00
6" CONCRETE CURB, TYPE A		
PLANING EXISTING PAVEMENT	1 LF	\$15.00
(APPROXIMATELY 0.00" THRU 2.0" THICK)	1 SY	\$2.50
424-A 165 LB/SY SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER 1/2" MAX. AGG. SIZE MIX, ESAL RANGE B	1 TN	\$175.00
424-B 220 LB/SY SUPERPAVE BITUMINOUS CONCRETE BINDER LAYER 3/8" MAX. AGG. SIZE MIX, ESAL RANGE B	1 TN	\$185.00
MICRO-SURFACING SEAL COAT, TYPE II SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1 SY	\$2.00
SOLID BLUE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1 LF	\$0.62
SOLID YELLOW, CLASS 2 TYPE A TRAFFIC STRIPE (5"WIDE)	1 LF	\$0.62
PAVEMENT MARKINGS (STOP BAR AND CROSSWALK STRIPING)	1 LF	\$0.62
HANDICAP PAVEMENT MARKINGS SINGLE WING S-INLET	1 SF	\$0.62
18" RCP	1 SF	\$0.62
TOPSOIL	1 EA	\$5,000.00
SOLID SODDING (TIFWAY 419 BERMUDA)	1 LF	\$100.00
	1 CY	\$21.50
SEEDING	1 SY	\$2.15
ROADWAY SIGNAGE		
LANDSCAPE	1 AC	\$5,000.00
IRRIGATION	1 LS	\$5,000.00
TRAFFIC CONTROL	1 LS	\$66 000.00
ELECTRICAL (LIGHTING INSTALLATION)	1 LS	\$44,000.00
	1 LS	\$5,000.00
CONCRETE FLUME WITH TREAD PLATE COVER	1 LS	\$270 000.00
AMPHITHEATER IMPROVEMENTS	1 EA	\$6,000.00
A-1.1 SILT FENCE (AMPITHEATER)		
A-1.2 EROSION CONTROL PRODUCT, (WATTLES)	1 LF	\$5.50
A-1.3 UNCLASSIFIED EXCAVATION	1 EA	\$100.00
A-1.4 BORROW EXCAVATION		
A-1.5 CONCRETE SIDEWALK 4" THICK	1 CY (TBM)	\$52.00

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User Notes:

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A-1.6 TOPSOIL	1 CY (TBM)	\$18.00
A-1.7 SOLID SOD (TIFWAY 419 BERMUDA)	1 SY	\$65.00
A-1.8 ADA ARCHITECTURAL IMPROVEMENTS	1 CY	\$29.00
A-1.9 IRRIGATION	1 SY	\$15.00
A-1.10 ELECTRICAL	1 LS	\$25,000.00
SOFTBALL FIELD DRAINAGE AND LANDSCAPE IMPROVEMENTS	1 LS	\$5,000.00
A-2.1 SILT FENCE	1 LS	\$58 000.00
A-2.2 EROSION CONTROL PRODUCT, (WATTLES)	1 LF	\$6.00
A-2.3 DRAINAGE IMPROVEMENTS	1 EA	\$100.00
A-2.4 CONCRETE SIDEWALK		
A-2.5 CONCRETE STAIR	1 LS	\$36 000.00
A-2.6 TOPSOIL, 4" DEPTH	1 SY	\$65.00
A-2.7 SOLID SOD, (TIFWAY 419 BERMUDA)	1 EA	\$5,000.00
A-2.8 LANDSCAPE	1 CY	\$28.00
A-2.9 DEMOLITION	1 SY	\$41.25
A-3 PICKLEBALL COURT	1 LS	\$8 000.00
A-4 TENNIS COURT FENCING IMPROVEMENTS	1 LS	\$5,000.00
	1 LS	\$25,000.00
	1 LS	\$110,000.00

§ 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.

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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:

(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)

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§ 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 Harris Contracting Services, Inc. has completed the contract for Medal Of Honor Park - Site And Lighting Improvements, 1711 Hillcrest Road Mobile, Alabama 36609 PR-001-23. 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.

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(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:

(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)

Brian Harris, President
Harris Contracting Services, Inc.
5413 Lott Rd
Eight Mile, AL 36613
brian@harriscontractingservices.com
251-377-3132

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

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User Notes:

§ 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
 - 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

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- .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: \$5,000,000 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	
G-01	COVER	02/02/2024
G-02	GENERAL NOTES	02/02/2024
G-03	GENERAL NOTES	02/02/2024
G-04	KEY MAP	02/02/2024
G-05	SITE PHASING PLAN	02/02/2024
	CIVIL	
C-01	EXISTING CONDITIONS	02/02/2024
C-02	PARKING LOT DEMOLITION PLAN	02/02/2024
C-03	PARKING LOT SITE PLAN	02/02/2024
C-04	PARKING LOT GRADING & DRAINAGE	02/02/2024
C-05	PARKING LOT STRIPING & SIGNAGE PLAN	02/02/2024
C-06	FOOTBALL FIELD IMPROVEMENTS	02/02/2024
C-07	ADDITIVE ALTERNATE #2 - SOFTBALL FIELD DEMOLITION PLAN	02/02/2024
C-08	ADDITIVE ALTERNATE #2 - SOFTBALL FIELD IMPROVEMENTS	02/02/2024
C-09	ADDITIVE ALTERNATE #1 - AMPHITHEATER IMPROVEMENTS	02/02/2024
C-10	ADDITIVE ALTERNATE #3 - TENNIS COURTS IMPROVEMENTS	02/02/2024
C-11	EROSION CONTROL PLAN PARKING LOT	02/02/2024
C-12	EROSION CONTROL PLAN FOOTBALL FIELD	02/02/2024
C-13	ADDITIVE ALTERNATE #1 - EROSION CONTROL PLAN AMPHITHEATER	02/02/2024
C-14	ADDITIVE ALTERNATE #2 - EROSION CONTROL PLAN BASEBALL FIELD	02/02/2024
C-15 THRU C-17	CIVIL DETAIL SHEETS	02/02/2024
C-18	EROSION CONTROL DETAILS	02/02/2024
	LANDSCAPE & IRRIGATION	
L1-01	ADDITIVE ALTERNATE #1 - LANDSCAPE PLAN AMPHITHEATER	02/02/2024
L1-02	LANDSCAPE PLAN PARKING LOT	02/02/2024
L1-03	LANDSCAPE PLAN FOOTBALL FIELD	02/02/2024
L1-04	ADDITIVE ALTERNATE #2 - LANDSCAPE PLAN BASEBALL FIELD 2	02/02/2024
L2-01	LANDSCAPE DETAILS	02/02/2024
L2-02	LANDSCAPE NOTES	02/02/2024
L3-00	HARDSCAPE DETAILS	02/02/2024
IR1-00	IRRIGATION PLAN OVERALL	02/02/2024
IR1-01	IRRIGATION PLAN PARKING LOT	02/02/2024
IR1-03	ADDITIVE ALTERNATE #1 - IRRIGATION	02/02/2024

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IR2-01	PLAN AMPHITHEATER1 IRRIGATION DETAILS	02/02/2024
AD100.0	ARCHITECT ADDITIVE ALTERNATE #1 - AMPHITHEATER DEMOLITION PLAN	02/02/2024
A100.0	ADDITIVE ALTERNATE #1 - AMPHITHEATER NEW FLOOR PLAN	02/02/2024
A200.0	ADDITIVE ALTERNATE #1 - AMPHITHEATER PARTIAL ELEVATIONS	02/02/2024
E1.0	ELECTRICAL ELECTRICAL SPECIFICATIONS	02/05/2024
E1.1	ELECTRICAL LEGEND AND ABBREVIATIONS	02/05/2024
E2.0	EXISTING OVERALL PLAN	02/05/2024
E2.1	EXISTING SOFTBALL FIELD LAYOUT	02/05/2024
E2.2	EXISTING TENNIS COURT LAYOUT	02/05/2024
E2.3	ADDITIVE ALTERNATE #1 - EXISTING AMPHITHEATER LAYOUT	02/05/2024
E3.0	NEW WORK OVERALL PLAN	02/05/2024
E3.1	NEW WORK SOFTBALL FIELD LAYOUT	02/05/2024
E3.2	NEW WORK TENNIS COURT LAYOUT	02/05/2024
E3.3	ADDITIVE ALTERNATE #1 - NEW WORK AMPHITHEATER LAYOUT	02/05/2024
E4.0	ELECTRICAL DETAILS	02/05/2024
E4.1	ELECTRICAL SCHEDULES	02/05/2024
E4.2	ELECTRICAL RISERS	02/05/2024
E4.3	ADDITIVE ALTERNATE #1 AMPHITHEATER SCHEDULES & DETAILS	02/05/2024

(Paragraph deleted)

.4	Specifications	Title	Date
	Section		
	DIVISION 1	GENERAL REQUIREMENTS	03/25/2024
	Section 01010	Summary of Work	03/25/2024
	Section 01210	Allowances	03/25/2024
	Section 01220	Unit Prices	03/25/2024
	Section 01230	Alternative Bid Items	03/25/2024
	Section 01310	Project Management & Coordination	03/25/2024
	Section 01320	Construction Progress Documentation	03/25/2024
	Section 01330	Submittal Procedures	03/25/2024
	Section 01600	Product Requirements	03/25/2024
	Section 01635	Substitution Procedures	03/25/2024
	Section 01700	Execution Requirements	03/25/2024
	Section 01710	Closure Procedures	03/25/2024
	Section 017823	Operation and Maintenance Data	03/25/2024
	Section 017839	Project Record Documents	03/25/2024
	DIVISION 2	SITEWORK	03/25/2024
	Section 02230	Site Clearing	03/25/2024
	Section 02300	Earthwork	03/25/2024
	Section 02462	Pickleball Court Surfacing	03/25/2024
	Section 02513	Asphaltic Concrete Paving	03/25/2024
	Section 02751	Cement Concrete Pavement	03/25/2024
	Section 02764	Pavement Joint Sealants	03/25/2024
	Section 02821	Chain Link Fences and Gates	03/25/2024
	Section 024100	Site Demolition	03/25/2024
	DIVISION 3	CONCRETE	03/25/2024

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Section 033000	Cast in Place Concrete	03/25/2024
DIVISION 4	MASONRY (NOT USED)	
DIVISION 5	METALS (NOT USED)	
DIVISION 6	WOOD AND PLASTIC (NOT USED)	
DIVISION 7	THERMAL AND MOISTURE PROTECTION (NOT USED)	
DIVISION 8	DOORS AND WINDOWS (NOT USED)	
DIVISION 9	FINISHES (NOT USED)	
DIVISION 10	SPECIALTIES (NOT USED)	
DIVISION 11	EQUIPMENT (NOT USED)	
DIVISION 12	FURNISHINGS (NOT USED)	
DIVISION 13	SPECIAL CONSTRUCTION (NOT USED)	
DIVISION 32	EXTERIOR IMPROVEMENTS	03/25/2024
Section 329100	Playing Field Construction	03/25/2024
Section 329113	Soil Preparation	03/25/2024
Section 329200	Playing Field Sodding	03/25/2024

.5 Addenda, if any:

Number	Date
Addendum 1	April 9, 2024
Addendum 2	April 22, 2024
Addendum 3	April 23, 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:

§ 9.2

(Paragraphs 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

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Section 00700

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
General Conditions of the Contract for Construction-
AIA Document A201

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

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Harris Contracting Services Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

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

Brian Harris, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **Brian Harris as President of Harris Contracting Services 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 11 day of June, 20 24.

NOTARY PUBLIC

My Commission Expires: 4/1/27



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EXHIBIT A
SCOPE OF WORK

Medal of Honor Park - Site and Lighting Improvements

Project #PR-001-23

The work of this contract consists of vehicular and pedestrian circulation improvements, amphitheater grading and stabilization and ADA improvements, landscaping, irrigation, and drainage improvements, and softball field lighting and erosion control.

Medal of Honor Park – Ballfield Improvements

Project #PR-001A-23

Sports field grading and stabilization, and new irrigation.

Medal of Honor Park – Court Improvements

Project #PR-001B-23

Court lighting and fencing.

END OF SCOPE OF WORK

RIDER

To be attached to and form a part of:

Bond No. 100419796

Type of Bond: Performance & Payment Bond

Executed by Harris Contracting Services, Inc., as Principal,
and by Merchants National Bonding, Inc., as Surety, in
favor of City of Mobile and dated _____.

In Consideration of the premium charged for the attached bond, it is hereby agreed to
change:

The Contract Price.

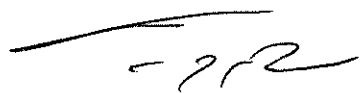
From: \$1,681,636.00.

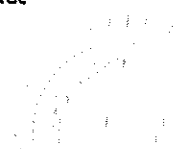
To: \$1,684,843.70.

This rider is effective June 11, 2024.

This rider is executed upon the express condition that the surety's liability under said
bond shall not be cumulative and shall in no event exceed the amount specifically set
forth in said bond or any existing certificate changing the amount of said bond. The
referenced bond shall be subject to all its agreements, limitations and conditions except
as herein expressly modified.

SIGNED, SEALED AND DATED this 11th day of June, 2024.

By: 
Thomas J. Bole, Attorney In Fact



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gregg A Tatum; H Grantland Rice III; Sharon E Griffith; Thomas J Bole

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

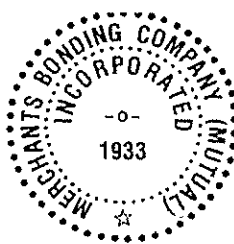
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



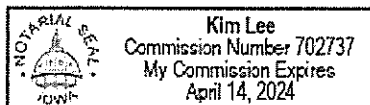
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



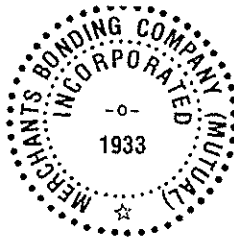
Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of June, 2024.



William Warner Jr.
Secretary

RIDER

To be attached to and form a part of:

Bond No. 100419796

Type of Bond: Performance & Payment Bond

Executed by Harris Contracting Services, Inc., as Principal,
and by Merchants National Bonding, Inc., as Surety, in
favor of City of Mobile and dated _____.

In Consideration of the premium charged for the attached bond, it is hereby agreed to
change:

Bond No. 100419796

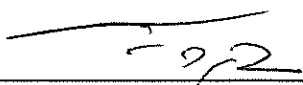
From: Medal of Honor Park - Sight and Lighting Improvements

To: Medal of Honor Park - Sight and Lighting Improvements and Medal of Honor Park -
Ballfield Improvements PR-001A-23 and Medal of Honor Park - Court Improvements PR-001B-23

This rider is effective June 26, 2024.

This rider is executed upon the express condition that the surety's liability under said
bond shall not be cumulative and shall in no event exceed the amount specifically set
forth in said bond or any existing certificate changing the amount of said bond. The
referenced bond shall be subject to all its agreements, limitations and conditions except
as herein expressly modified.

SIGNED, SEALED AND DATED this 26th day of June, 2024.

By: 
Thomas J. Bole, Attorney In Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gregg A Tatum; H Grantland Rice III; Sharon E Griffith; Thomas J Bole

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

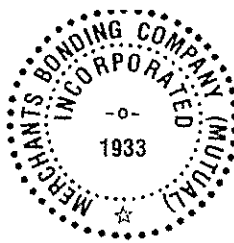
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



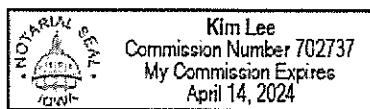
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

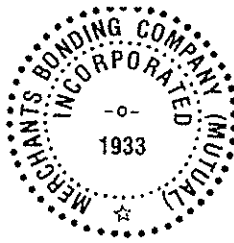


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of June, 2024.



William Warner Jr.
Secretary

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., 5413 Lott Rd Eight Mile, AL 36613, hereinafter called the Principal, and Merchants National Bonding, Inc., hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Million Six Hundred Eighty-One Thousand Six Hundred Thirty-Six and 00/100 Dollars (\$1,681,636.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Medal Of Honor Park - Site And Lighting Improvements (PR-001-23) 1711 Hillcrest Road Mobile, Alabama 36609 a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

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

CONTRACTOR AS PRINCIPAL

Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: David Harris, Owner

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
Company Name: Cobbs Allen
Address: 115 Office Park Drive.
Birmingham, AL 35223
Phone and Fax: 205-874-1315

Owner's Representative: Cassie Boatwright

REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., 5413 Lott Rd Eight Mile, AL 36613, as Principal, and Merchants National Bonding, Inc.

, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum One Million Six Hundred Eighty-One Thousand Six Hundred Thirty-Six and 00/100 Dollars (\$1,681,636.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Medal Of Honor Park - Site And Lighting Improvements (PR-001-23) 1711 Hillcrest Road Mobile, Alabama 36609, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Thomas J. Bole **Attorney-in-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

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

CONTRACTOR AS PRINCIPAL

Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: Brian Harris
(Signature)

Name and Title: Brian Harris/owner

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: Thomas J. Bole
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: Thomas J. Bole
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Company Name: Cobbs Allen

Address: 115 Office Park Drive,
Birmingham, AL 35223

Phone and Fax: 205-874-1315

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bruce S. Denson Jr; Grace Brown; Grantland Rice III; Gregg A Tatum; Sharon E Griffith; Thomas J. Bole

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



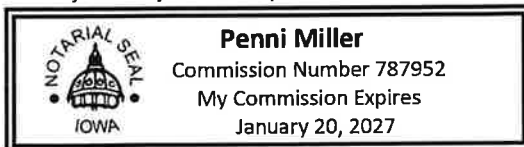
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary



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	Harris Contracting Services Inc
Address	5413 Lott Rd Eight Mile ,Al 36613
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	PR-001-23
Project Description	SITE AND LIGHTING IMPROVEMENTS
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male ☒ Female ☒ Minority ☒ Non-minority ☒ SDVO ☒ Total #of Employees 25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: Brian Harris Date: 04/23/24

Title: President

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

Name: Brian Harris Title: President

Email: brian@harriscontractingservices.com Phone: 251-377-3132



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

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Harris Contracting Services Inc Your Bid/Proposal Amount \$ 1,684,843.70
04 / 23 / 24 Description SITE AND LIGHTING IMPROVEMENTS

Date:

Name of Bidder/Proposer: Harris Contracting Services Inc

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
HCL		Asphalt	265,421	15.59%	yes	
Jubilscape		Landscaping	300,000	16.9%	No	
Hand to Hand Staffing		Staffing	17,021.00	1%	Yes	
Gulf Coast Asphalt		Striping	66,455.00	3.59%	Yes	
Paveway Systems		Crossways	42,000.00	2.9%	No	



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services Inc

Contact Person: Brian Harris Phone 251-377-3132 Email brian@harriscontractingservices.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. _____



Alabama Secretary of State



Harris Contracting Services, Inc.	
Entity ID Number	000-338-516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR- ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ \$0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
Annual Reports	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/24/2015

Harris Contracting Services, Inc.	
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

[Browse Results](#)

[New Search](#)



Company ID Number: 896028

Approved by:

Employer Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	Title
Signature Electronically Signed	Date 07/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/27/2015



Company ID Number: 896028

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Harris Contracting Services, Inc.
Company Facility Address	117 Norton ave Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2024

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 Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	CONTACT NAME: Tracy Granade		
	PHONE (A/C, No, Ext): (251) 675-6501	FAX (A/C, No): (251) 675-6502	
	E-MAIL ADDRESS: guardianinsuranceagency@gmail.com		
INSURED Harris Contracting Services, Inc. 5413 Lott Rd. Eight mile, AL 36613	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Crum & Forster Specialty Insurance		
	INSURER B: Progressive Specialty Insurance Company		
	INSURER C: StarStone National Insurance Company		
	INSURER D: The Sheffield Fund / Evanston Insurance Co		
	INSURER E:		
INSURER F:			

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

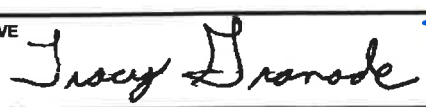
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
	☒ Contractual Liability	x	x	BAS121232	09-20-2023	09-20-2024	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	x	x	974152214	10-09-2023	10-09-2024	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE	x	x	79505P231ALI	09-20-2023	09-20-2024	AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTHER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	600-2024-34095-00	01-01-2024	12-31-2024	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)

Project name: Medal Of Honor Park- Site And Lighting Improvements Project Number: PR-001-23
City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall 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 respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile Architectural Engineering Department 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  <TG>

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RESOLUTION

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to City of Mobile Code of Ordinances, Chapter 15, Article V, Section 15-131 and 15-132, Lawrence Wettermark is appointed to the Mobile Museum of Art Board for a three year term beginning October 1, 2024.

Adopted:

City Clerk

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1826 Idell Street

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1826 Idell Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1826 Idell Street** to be **\$2,974.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,974.00** shall constitute a special assessment against the property at structure **1826 Idell Street** and being that property more particularly described as follows:

LOT 15 BLK 2 STRAUSS 3RD ADD TO TOULMINVILLE DBK 156 PG 373 #SEC 44 T4S R1W #MP29 02 44 0 014

Parcel No.: **29 02 44 0 014 414.XXX**

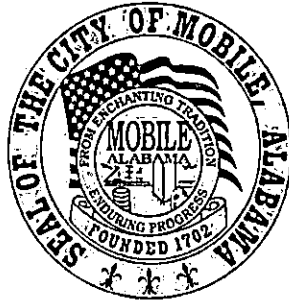
Owner: **HATCHER WILLIE K & ELLA MAE
1308 JESSIE ST
MOBILE AL 36617-1914**

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

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

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **July 16, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1826 Idell Street**, for the proposed amount of **\$2,974.00**.

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

Lisa C. Lambert
City Clerk

April 12, 2024

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



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-089-23

LOCATION:
1826 Idell Street

Dear Ms. Lambert:

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

Legal Description: LOT 15 BLK 2 STRAUSS 3RD ADD TO TOULMINVILLE DBK 156 PG 373 #SEC 44 T4S
R1W #MP29 02 44 0 014

Parcel Number: **29 02 44 0 014 414.XXX**

Amount: ~~\$2,774.00~~ *\$2,974.00*

Assessed: HATCHER WILLIE K & ELLA MAE
1308 JESSIE ST
MOBILE AL 36617-1914

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

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over a light blue circular stamp.

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

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

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1863 Mott Drive, S.

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1863 Mott Drive, S.** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1863 Mott Drive, S.** to be **\$2,748.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,748.00** shall constitute a special assessment against the property at structure **1863 Mott Drive, S.** and being that property more particularly described as follows:

LOT 42 RICHLAND PL MBK 4 P 133 #SEC 42 T4S R1W #MP29 07 42 0 001

Parcel No.: **29 07 42 0 001 371.XXX**

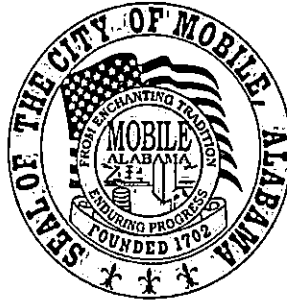
Owner: **KENNEDY NELLIE W, RENALD T, RENALD T FERGUSON
& TREMAINE FERGUSON
1521 BAYONNE DR
LA PLACE LA 70068-3113**

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

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

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **July 16, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1863 Mott Drive, S.**, for the proposed amount of **\$2,748.00**.

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

Lisa C. Lambert
City Clerk



June 10, 2024

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-082-23

LOCATION:
1863 Mott Drive S

Dear Ms. Lambert:

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

Legal Description: LOT 42 RICHLAND PL MBK 4 P 133 #SEC 42 T4S R1W #MP29 07 42 0 001

Parcel Number: **29 07 42 0 001 371.XXX**

Amount: ~~\$2,548.00~~ *\$2,748.00*

Assessed: KENNEDY NELLIE W, RENALDO T, RENALD T FERGUSON & TREMAINE FERGUSON
1521 BAYONNE DR
LA PLACE LA 70068-3113

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

Sincerely yours,

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

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

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

RESOLUTION

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT Biloxi Avenue be honorarily named “Coach John Bumpers Way”.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

May 2024 FFOM - Firefighter Midarius R. Witherspoon (Emp #17851)

June 2024 FFOM - Fire Service Driver Jianna T. Williams (Emp #18552)

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

Adopted:

City Clerk

Fwd: Mobile Fire-Rescue Awards Nominations

Rowett, Anthony <rowetta@cityofmobile.org>

Mon 7/8/2024 7:30 AM

To:Huggins, Kimberly <kimberly.huggins@cityofmobile.org>

Get [Outlook for iOS](#)

From: Google Forms <forms-receipts-noreply@google.com>

Sent: Friday, July 5, 2024 11:44:36 AM

To: Rowett, Anthony <rowetta@cityofmobile.org>

Subject: Mobile Fire-Rescue Awards Nominations

You don't often get email from forms-receipts-noreply@google.com. [Learn why this is important](#)

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.

Google Forms

Thanks for filling out [Mobile Fire-Rescue Awards Nominations](#)

Here's what was received.

Mobile Fire-Rescue Awards Nominations

Recognition and Awards Committee
Properly formatted and submitted nominations will be investigated, reviewed and considered by the Employee Recognition Committee and recommendations forwarded to the Fire Chief. Awards are to be presented at the next available opportunity and in the appropriate setting.

Email *

rowetta@cityofmobile.org

Name of Nominee *

Jianna Williams

Rank of Nominee *

☐

Chief

☐

Captain

☒

Driver

☐

Firefighter/Fire Medic

☐

Other:

Assignment of Nominee *

Rescue 3

Date of Incident *

MM DD YYYY

07 / 05 / 2024

Incident Number

If applicable

Meritorious Period (To and From)

Type of Award being requested *

- ☐ Medal of Honor
- ☐ Medal of Valor
- ☐ Meritorious Service Award – Individual
- ☐ Meritorious Service Award – Operation
- ☐ Firefighter Achievement Award
- ☐ Service Recognition Award
- ☐ Good Conduct Award
- ☐ Firefighters Creed Award
- ☐ Line of Duty Injury Award
- ☐ Exemplary Rookie Award
- ☒ Other: Firefighter of the month

Summary of Incident / Action *

Driver Jianna Williams sets an example that all MFRD members can learn from of how to treat the citizens and visitors of the City of Mobile. Driver Williams operates as a Driver on Rescue 3 and treats every patient that she cares for with dignity, respect, compassion, and professionalism along with high quality medical care. Driver Williams is a part of multiple voluntary committees to help improve the operations of the Mobile Fire Rescue Department as well as the safety and well being of its members including Safety Committee and the Job Task Analysis Committee. Driver Williams is a dedicated employee and consistent hard worker and high achiever. She devotes herself to mentoring others while also consistently working personal professional development. Driver Williams efforts to best serve the citizens and visitors of the City of Mobile are second to none and deserving of recognition.

Name of Originator *

Anthony Rowett

Rank of Originator *

- ☐ Chief
- ☒ Captain
- ☐ Driver
- ☐ Firefighter/Fire Medic

Assignment of Originator *

Engine 3 ▼

I certify that the fact contained in the summery are both known to me and are a matter of record. *

If this statement is true type your full legal name.

Anthony Rowett

[Create your own Google Form](#)

[Report Abuse](#)

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

June 2024: Officer Alex Russell

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

City Clerk

**OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer Alex Russell**

During the month of June, Officer Alex Russell answered ninety-eight calls for service, thirty backings, had eleven felony arrests, eighteen misdemeanor arrests, and issued twenty-seven traffic citations. Officer Russell has shown himself to be a valuable member of the Mobile Police Department and is a critical component of the success of decreasing crime in the Fourth Precinct. Officer Russell continues to strive to become an excellent law enforcement officer while serving the city of Mobile citizens. Here are just a few examples of his self-initiated work product during the month of June 2024.

On Thursday, June 6, 2024, at approximately 0152 hours, Officer Russell conducted an investigative stop on an illegally parked vehicle with an open passenger's side door in a gas station parking lot on Moffett Road. The arrestee was found in the driver's seat with a bag nearby containing visible drugs, a firearm and \$977 in cash. The arrestee was searched and checked through NCIC, which were found out of Virginia but not subject to extradition. Narcotics Unit responded to investigate. The evidence and vehicle were impounded.

On Saturday, June 8, 2024, at approximately 0129 hours, Officer Russell worked overtime at Central Events when he conducted a traffic stop on a driver who ran a red light. The driver was found to have three active warrants after being checked through NCIC. Despite resisting arrest, the officers were able to apprehend the driver without any issues. The driver was given a citation and arrested for Resist Arrest, Failure to Obey, and the active warrants for Marijuana First, Possession of Drug Equipment, and Speeding.

On Monday, June 10, 2024, at approximately 1542 hours, Officer Russell observed a possible stolen vehicle bearing an Auto Nation paper tag. Officer Russell and Officer New conducted a traffic stop on the vehicle with a probable cause of no tag. The driver was found in possession of \$8460 cash, (2) two unregistered firearms, marijuana, and a digital scale. An Auto Theft detective and a Narcotics Unit responded to investigate. The vehicle was impounded, and Narcotics confiscated the evidence.

On Saturday, June 15, 2024, at approximately 1043 hours, Officer Russell responded to a restaurant on Hillcrest Road to apprehend a subject with six active warrants. Once the subject noticed officers, he fled on foot but was quickly taken into custody without incident for Attempt to Elude and the active warrants for Possession of Marijuana Second, Possession of Drug Paraphernalia, Domestic Violence Third (Harassing Communications), two counts Reckless Endangerment, and No Pistol Permit.

On Tuesday, June 25, 2024, at approximately 1650 hours, Officer Russell conducted a traffic stop in the area of Carol Street/Austin Lane and observed a male subject that was put out previously on a BOLO, occupying a pick-up truck. The suspect was wanted for Theft of Property Second Degree involving a stolen firearm.

Officer Alex Russell's exceptional dedication and assistance to his colleagues during June 2024 were evident through his exemplary performance and demonstrating his strong commitment to ensuring public safety. One notable instance was Officer Russell removing three firearms from the city streets showing his determination and professionalism.

His initiative, enthusiasm, and excellence in his overall performance show a proactive police style that is a tremendous asset to the City of Mobile. Now, therefore, on behalf of all the citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to Officer Alex Russell as OFFICER OF THE MONTH for June 2024, with our sincere thanks.



C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

William R. Jackson
Interim Chief of Police, Mobile Police Department

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **\$340.00** to Mothers Involved Against Gun Violence from his discretionary funds; and*

WHEREAS, Mothers Involved Against Gun Violence 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 Mothers Involved Against Gun Violence will *be used to assist with the 1st Grand Ball to be held July 13, 2024*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$340.00** to Mothers Involved Against Gun Violence, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$340.00 to Mothers Involved Against Gun Violence from his discretionary funds; and*

WHEREAS, Mothers Involved Against Gun Violence 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 Mothers Involved Against Gun Violence will *be used to assist with the 1st Grand Ball to be held July 13, 2024*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$340.00 to Mothers Involved Against Gun Violence, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate \$1,000.00 to The Boys and Girls Clubs of South Alabama, Inc. from his discretionary funds; and*

WHEREAS, The Boys and Girls Clubs of South Alabama, 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 The Boys and Girls Clubs of South Alabama, Inc. will *be used to assist with a one-year membership for two youth*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to The Boys and Girls Clubs of South Alabama, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Josh Woods*

WHEREAS, *Councilmember Woods wishes to appropriate \$1,250.00 to Inverness Subdivision Home Owners Association, Inc, from their discretionary funds; and*

WHEREAS, Inverness Subdivision Home Owners Association, Inc, is a non-profit corporation operating in Alabama and providing a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Inverness Subdivision Home Owners Association, Inc, *will be used to assist with the removal of trees to prevent a public safety risk.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,250.00 to Inverness Subdivision Home Owners Association, Inc, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Scott Kearney, Chief Technology Officer

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amendment to agreement with Telepak Networks, Inc dba C Spire for telecommunications (internet) services for MIT to extend for 60 months & increase services at a new rate of \$2,915.00 per month.

Amount of Contract:

\$174,900.00

Funding Source

General fund.

ATTACHMENTS:

1. 2024 CSpire Agenda package

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 2024
Date

Item No. _____

Submitted by: Information Technology
Department

Scott Kearney
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Joseph Snowden
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Amendment to Agreement with Telepak Networks, Inc dba C Spire

PURPOSE & SCOPE OF PROJECT:

Amendment to agreement with Telepak Networks, Inc dba C Spire for telecommunications (internet)
services for MIT to extend for 60 months & increase services at a new rate of \$2,915.00 per month.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$174,900.00

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): n/a

If not bid, state reason: extension of existing agreement

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to an agreement, by and between the City of Mobile and Telepak, Networks, Inc. dba C Spire, for telecommunications services, to extend the agreement for 60 months, increase the services provided, and adjust the rate to approximately \$2,915.00 per month, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract amendment is on file in the Office of the City Clerk.

Adopted:

City Clerk

**Renewal Amendment to
Telecommunications Service Agreement**

Telepak Networks, Inc. dba C Spire ("Company") and the City of Mobile ("Customer") hereby agree to the following amendment (the "Renewal Amendment") to extend the Telecommunications Service Agreement between them dated June 7, 2018 (the "TSA"):

The parties agree to extend the term of the TSA for sixty (60) months (the "Extended Term"), effective from the latter execution of this Renewal Amendment by the parties ("Renewal Amendment Effective Date").

The parties further agree to the attached updated Exhibit A - Products and Services, which shall replace the original Exhibit A of the TSA and shall become effective as of the Renewal Amendment Effective Date.

The parties agree to add the following terms and conditions to the TSA:

ANTI-DISCRIMINATION: Company 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 Customer with, written proof demonstrating good faith efforts to procure at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

ANTI-BOYCOTT: By signing this Agreement, Company 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.

IMMIGRATION COMPLIANCE: By signing this Agreement, Company 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, Company 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 Company employs one or more employees within the State of Alabama, Company shall provide documentation establishing that Company is enrolled in the E-Verify program.

Except as specifically amended by this Renewal Amendment, all terms and conditions of the TSA remain unchanged and applicable during the Extended Term.

IN WITNESS WHEREOF, this Renewal Amendment has been duly executed by the parties as of the date of each party's signature below.

**CITY OF MOBILE, a Municipal
Corporation**

By: _____
Name: William S. Stimpson
As its: Mayor
Date: _____

ATTEST:

City Clerk

**SERVICE PROVIDER: TELEPAK
NETWORKS, INC. DBA C
SPIRE**

By: 
Name: Stephen D. Cushing
As its: General Manager, C Spire Business
Date: 7/9/24

Exhibit A – Product and Services

Multi-Site Network						
Locations	Network Layer	Bandwidth	Service Type	Billing Frequency	Monthly Cost	Upfront
Downtown Fiber meet up location: 701 ST FRANCIS ST, MOBILE, AL, 36602 (City Limits: Yes)	VPLS (layer 2)	1 Gbps	Change From	Monthly	\$0.00	\$0.00
Downtown Fiber meet up location: 701 ST FRANCIS ST, MOBILE, AL, 36602 (City Limits: Yes)	VPLS (layer 2)	2 Gbps x 2 Gbps	Change To	Monthly	\$458.50	\$0.00
Fiber meet up location: 4851 MUSEUM DR, MOBILE, AL, 36608 (City Limits: Yes)	VPLS (layer 2)	1 Gbps	Change From	Monthly	\$0.00	\$0.00
Fiber meet up location: 4851 MUSEUM DR, MOBILE, AL, 36608 (City Limits: Yes)	VPLS (layer 2)	2 Gbps x 2 Gbps	Change To	Monthly	\$458.50	\$0.00
Totals:					\$917.00	\$0.00

Downtown Fiber meet up location: 701 ST FRANCIS ST MOBILE,AL (City Limits: Yes)							
Item	Description	Service Type	Quantity	Billing Frequency	Monthly Per Unit	Monthly Cost	Upfront
Static IP	STATIC - IP ADDRESS	Change From	0	Monthly	128	\$0.00	\$0.00
Static IP	Public IPs 125 C Spire	Change To	1	Monthly	128	\$128.00	\$0.00
Direct Internet Access	1Gb CoLo Jackson/Mobile Speed: 1 Gbps	Change From	0	Monthly	930	\$0.00	\$0.00
Direct Internet Access	Direct Internet Access 2 Gbps	Change To	1	Monthly	930	\$930.00	\$0.00
Location Totals:						\$1,058.00	\$0.00

Fiber meet up location: 4851 MUSEUM DR, MOBILE, AL 36608 (City Limits: Yes)							
Item	Description	Service Type	Quantity	Billing Frequency	Monthly Per Unit	Monthly Cost	Upfront
Direct Internet Access	Direct Internet Access 1 Gbps Speed: 1 Gbps	Change From	0	Monthly	943	\$0.00	\$0.00
Direct Internet Access	Direct Internet Access 2 Gbps	Change To	1	Monthly	940	\$940.00	\$0.00
Location Totals:						\$940.00	\$0.00

Summary		
Location	Monthly Cost	Total Upfront
4851 MUSEUM DR, MOBILE, AL 36608	\$458.50	\$0.00
701 ST FRANCIS ST MOBILE,AL	\$458.50	\$0.00
Downtown Fiber meet up location: 701 ST FRANCIS ST MOBILE,AL	\$1,058.00	\$0.00
Fiber meet up location: 4851 MUSEUM DR, MOBILE, AL 36608	\$940.00	\$0.00

Monthly Billing Frequency Summary

Location	Total
701 ST FRANCIS ST MOBILE,AL	\$1,058.00
CITY OF MOBILE	\$917.00
4851 MUSEUM DR, MOBILE, AL 36608	\$940.00
Monthly Total:	\$2,915.00

All Locations Totals	Monthly Cost	Total Upfront
	\$2,915.00	\$0.00

Equipment that is not managed or owned by C Spire Business is the responsibility of the Customer and may result in an impact to service quality. C Spire Business support does not cover Customer-managed equipment. C Spire Business may provide professional services for configuration changes or troubleshooting for an additional fee, or can develop a proposal for replacement with managed infrastructure.

Pricing valid for 30 days from date of proposal. Taxes and fees not included. Cable drops, if required, can be quoted as an additional engagement.

Proposals that include 3rd party circuits or circuits off-net to C Spire's Network should be considered budgetary and may be subject to additional installation costs. If additional installation costs are required, Customer will have the option to revise or cancel the service agreement.

C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, C Spire Governmental Data Solutions, LLC. and Troy Cablevision, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2024

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

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

PRODUCER McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Molly Wood PHONE (A/C, No, Ext): 1-800-476-2211 E-MAIL ADDRESS: mwood@mcgriff.com FAX (A/C, No):
INSURED Telapex, Inc. and Affiliated Companies Telepak Networks, Inc. dba C Spire Fiber 1018 Highland Colony Parkway Suite 700 Ridgeland, MS 39157-8719	INSURER(S) AFFORDING COVERAGE INSURER A : Atlantic Specialty Insurance Company INSURER B : OBI National Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 27154 14190

COVERAGES

CERTIFICATE NUMBER:STHYB86W

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:			711018476 - 0000	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 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			711018476 - 0000	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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	406049850 - 0000	06/01/2024	06/01/2025	☒ 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)

RE: Telecommunications Service Agreement for Internet Services;

City of Mobile is included as Additional Insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER

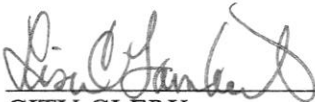
City of Mobile 205 Government St Mobile, AL 36644	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Telecommunications Service Agreement between the City of Mobile and Telepak Networks, Inc. d/b/a C Spire Business Solutions as outlined in the Telecommunications Service Agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: 07-03-18


CITY CLERK

AGREEMENT/CONTRACT ROUTE APPROVAL:	
(1) Funds in Budget/ Finance Department	CHS 6/19/18
(2) Approved by Legal Department	SG 6/21/18
Date	Date

A18-0200

SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT (the "Agreement") is entered into effective on the latest date of execution set forth below (the "Effective Date"), and is by and between Telepak Networks, Inc., a Mississippi corporation marketing its services under the C Spire Business Solutions™ brand ("C Spire"), and the City of Mobile, Alabama ("Customer"). C Spire and Customer are sometimes referred to collectively as the "Parties" and individually as a "Party."

Recitals

WHEREAS, C Spire provides certain telecommunications services to Customer under one or more Telecommunications Services Agreements (each a "TSA");

WHEREAS, C Spire and Customer desire to enter into this Agreement which requires C Spire to provide specified levels of reliability and quality of Services (as hereinafter defined) under the TSA(s) executed between the Parties; and

WHEREAS, this Agreement also provides the terms and conditions of certain service credits that may be given to Customer in the event the reliability or quality of the Services fails to meet the levels specified in this Agreement.

NOW, THEREFORE, premises considered and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

I. Definitions.

A. C Spire's Network. Means the telecommunications network constructed, owned, or operated by C Spire.

B. Circuit. A DS-1, DS-3, OC-3, Ethernet connection, or other Services specified in an executed TSA.

C. Emergency Maintenance. Emergency Maintenance is maintenance that is required, as determined by C Spire and at the sole discretion of C Spire, in order to maintain the integrity and operation of C Spire's Network. By the very nature of Emergency Maintenance, notifications can only be sent as early as the determination that Emergency Maintenance is required.

D. Force Majeure Event. Any delay or failure in performance of any Service to the extent that such delay is caused by acts of God, including but not limited to earthquakes, hurricanes, floods, fires, storms, tornadoes, lightning, wars, revolution, civil commotion, acts of public enemy and/or terrorists, embargo, acts of government in its sovereign capacity, labor difficulties, or any other circumstances beyond the reasonable control and not caused by any fault or negligence of the delayed Party.

E. **Interruption.** An Interruption is when a Circuit or Service becomes completely inoperative to the Customer because of a failure of a C Spire component used to furnish the Service to the Customer.

F. **Major Interruption.** An Interruption having a duration in excess of twenty (20) consecutive minutes.

G. **Off-Net Service.** Service where one or both locations to be connected, or any portion of the Circuit located between the locations to be connected, is (are) not served solely by C Spire's Network.

H. **On-Net Service.** When both locations to be connected and all Circuits between the locations are served solely by C Spire's Network.

I. **Planned Interruption.** An Interruption caused by scheduled maintenance or planned enhancements or upgrades to C Spire's Network.

J. **Points of Presence or POP.** A specific location where Customer or C Spire originates or terminates Service.

K. **Service.** Transmission service provided between two or more Points of Presence.

II. Network Availability and Performance Service Metrics and Credits.

A. **Exclusive Remedy.** Customer's sole and exclusive remedy for an Interruption shall be credit allowances by C Spire, which may be used by Customer to reduce amounts due and payable by Customer for Services provided by C Spire. C Spire shall have no liability of any kind to any third party users of the Services or customers of Customer. A credit allowance will be given to the Customer only in accordance with the provisions set forth below.

B. **On-Net Services.** Subject to the "Exclusions" set forth below in Section II.D. and the limitations and definitions set forth in Section I above, C Spire makes the following service commitments and will provide the following service credits for On-Net services only:

1. Network Availability SLA.

- The SLA service parameter for Network Availability for On-Net Services shall be not less than 99.99%. Network Availability is calculated as the percentage of time during a calendar month that the Customer has not suffered an Interruption in Service. The Network Availability SLA includes the C Spire core network and the C Spire local access to the customer's premise.
- $$\text{Network Availability} = \frac{[(24 \text{ hours/day}) \times (\text{number of days in the calendar month}) \times (60 \text{ minutes/hour})] - [(\text{minutes of Interruption}) \div (24 \text{ hours/day}) \times (\text{number of days in the calendar month}) \times (60 \text{ minutes/hour})]}{[(24 \text{ hours/day}) \times (\text{number of days in the calendar month}) \times (60 \text{ minutes/hour})]}$$

- The duration of an Interruption is measured from the time of the opening of a trouble ticket by Customer as indicated in C Spire's trouble reporting system until the time of restoration as indicated by the same system. The duration of an Interruption shall not include any period in which C Spire is not given full and free access to Customer's facilities and equipment for the purposes of investigating and correcting the cause of the Interruption.
- The Customer is responsible for (1) notifying C Spire within fifteen (15) days following the end of the calendar month during which Network Availability has fallen below the Network Availability SLA and (2) requesting a service credit.
- Upon verification by C Spire that the actual service performance for Network Availability was less than the Network Availability SLA during the calendar month in question, C Spire will provide a service credit of ten percent (10%) of the Monthly Recurring Charge (MRC) for such month for the affected Circuit(s) ("Network Availability SLA Credit"). The service credit may be pro-rated between two billing cycles in the event the Customer's billing cycle does not coincide with the calendar month.
- Notwithstanding the above, Customer shall not suffer more than two Major Interruptions of an On-Net Circuit during a twelve month period, provided that C Spire will provide a service credit in the amount of twenty-five percent (25%) of the MRC for the affected Circuit(s) for the month in which the third Major Interruption occurs ("Major Interruption Credit"). Following receipt of a Major Interruption Credit, the number of Major Interruptions for the affected Circuit(s) shall be deemed zero (0) and the twelve month clock for measuring their frequency for purposes of this paragraph shall re-start.
- The duration of a Major Interruption is measured from the time of the opening of a trouble ticket by Customer as indicated in C Spire's trouble reporting system until the time of restoration as indicated by the same system. The duration of a Major Interruption shall not include any period in which C Spire is not given full and free access to Customer's facilities and equipment for the purposes of investigating and correcting the cause of the Major Interruption.
- A Customer may not receive a Major Interruption Credit and a Network Availability SLA Credit for the same Circuit(s) or Services in the same month.

2. Network Performance Parameters.

- The Network Performance Parameters (NPP) for C Spire's On-Net Service performance shall be a Latency of < 25ms, Jitter of < 0.5ms and Packet Loss < 0.1% for each port.

- Latency, Jitter and Packet Loss are measured by averaging sample measurements taken during a calendar month between the Network Termination Equipment (NTE) between which the Customer ports are attached (i.e., end to end) when the Service is available for use by the Customer. The NPPs are based on the C Spire network-wide average of the Customer's traffic traversing between the NTE and the C Spire network.
- These NPPs apply only to the C Spire core network and C Spire local access network.
- The Customer is responsible for (1) notifying C Spire within fifteen (15) days following the end of the calendar month during which the actual service metrics within any calendar month fail to meet the NPPs, and (2) requesting a service credit.
- Upon verification by C Spire that the actual service metrics within any calendar month fail to meet the NPPs, C Spire shall have one (1) month to correct the problem.
- If after one month, one or more service metric still fails to meet the applicable NPP, then C Spire shall provide the Customer with a credit equal to ten percent (10%) of the MRC for all affected Circuits ("NPP Credit"). Only one NPP credit, per Circuit, shall be applied per calendar month.
- Customer shall not be entitled to receive an NPP Credit for the same Circuit(s) or Services in the same month as Customer receives a Network Availability Credit or Major Interruption Credit.
- Latency may vary on ports with Real Time CIR of 10 Mbps or below and Real Time EVCs on such ports are excluded from calculations that determine whether the Latency NPP is met.

3. Limitation on Credits. In no calendar month shall the total service credits, including Network Availability SLA Credits, Major Interruption Credits and NPP Credits cumulatively exceed one hundred percent (100%) of the MRC for the applicable Service.

C. Off-Net Services. C Spire will not provide credits for any Interruption of Off-Net Services. C Spire will pass through to Customer any Interruption credits it receives from third party suppliers of Off-Net Services.

D. Exclusions. No credit will be given for any Interruption, Major Interruption or failure to meet any applicable Network Availability SLA due to any of the following:

1. Acts or omissions of Customer, its affiliates, or the employees or contractors of either of them;
2. Failure of Services not provided by C Spire;

3. For any failures of structures, facilities or equipment on Customer's side of demarcation;
4. During any period in which C Spire is not given full and free access to Customer's facilities and equipment for the purposes of investigating and correcting the Interruption, Major Interruption or performance issue;
5. If Customer continues to voluntarily make use of such Service or Circuit(s), in which case an Interruption or Major Interruption will be deemed not to have occurred;
6. That occurs or continues due to Customer's failure to authorize replacement of any element or special construction;
7. That occurs because of a cable cut and/or dig up, power surge or power failure, regardless of fault for such occurrence;
8. For Planned Interruptions;
9. For Emergency Maintenance; and/or
10. Due to a Force Majeure Event.

III. Maintenance.

Planned Interruptions. Planned Interruptions will only be performed during the hours of 12:00 a.m. to 5:00 a.m. central standard time unless otherwise agreed by the Parties. C Spire will notify Customer no less than ten (10) Days prior to any Planned Interruption.

IV. Network Monitoring and Trouble Reporting.

A. System Monitoring and Trouble Reporting. C Spire will monitor the Services provided to Customer 24 hours a day, 7 days a week, 365 days a year. C Spire will establish a process for Customer to accept responsibility relating to repair or maintenance associated with the Services provided by C Spire to Customer. C Spire will maintain a 24 hours a day, 7 days a week point-of-contact for Customer to report Service troubles. The telephone number for C Spire's Customer Point of Contact (855-277-4732) AKA 855 CSPIRE2. Customer will maintain a 24 hours a day, 7 days a week point-of-contact for C Spire to report Service troubles. The telephone number for Customer is _Sue Fami_ and the email address is _sue@cityofmobile.org.

B. Response to Service Calls. C Spire will respond to Service calls initiated by Customer. C Spire will pass through to Customer any service charges incurred to respond to Service calls where no trouble is found.

V. Miscellaneous.

A. Notices. Notices to be given in connection with this Agreement shall be in writing and delivered personally, by email (with confirmed receipt), by facsimile (with confirmed receipt),

by professional courier, or by certified, registered, or express U.S. Mail, postage prepaid, return receipt requested to the respective addresses set forth herein (or at such other addresses as shall be given in writing by either Party to the other). All notices are effective upon receipt.

If to C Spire: Telepak Networks, Inc.
 Attn: Chief Technology Officer
 1018 Highland Colony Parkway, Suite 420
 Ridgeland, MS 39157
 Facsimile: 601-487-7135
 Email: sbye@cspire.com

With cc to: Charles L. McBride, Jr.
 SVP - Legal & General Counsel
 Telapex, Inc. dba C Spire
 1018 Highland Colony Parkway
 Suite 700
 Ridgeland, MS 39157
 Facsimile: 601-353-0950
 Email: cmcbride@telapexinc.com

If to Customer:

B. Confidentiality. This Agreement and its terms are confidential information of the Parties and neither Party shall disclose it to any third parties without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may disclose, without consent, this Agreement to its attorneys, accountants, employees, directors, shareholders, lenders, and to the extent required by a valid subpoena or order of a court or other governmental body or any political subdivision thereof. In the event a Party is required to disclose this Agreement pursuant to a valid order or subpoena of a court or other governmental body or any political subdivision thereof, such party shall first give notice to the other Party and afford the other Party a reasonable opportunity to interpose an objection or to otherwise obtain a protective order regarding the confidential information. In any event, except to the extent disclosure is legally required, the confidential information so disclosed shall remain confidential information subject to protection under this Section for all other purposes. This provision shall survive termination of this Agreement. The Parties acknowledge and agree that this subsection (b) shall be subject to the Alabama Open Records Act.

C. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws and regulations.

D. Survival of Obligations. The respective obligations of the Parties under this Agreement that by their nature would continue beyond the termination, cancellation, or expiration,

shall survive any termination, cancellation, or expiration, including, but not limited to, obligations to indemnify and maintain confidentiality.

E. Headings. The headings of the sections of this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

F. Severability. In the event any terms and conditions of this Agreement shall be deemed invalid by any arbitrator or court of competent jurisdiction, such terms shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

G. No Waiver. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision and all terms shall remain in full force and effect.

H. Governing Law: Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Alabama, without regard to its conflict of laws principles. The parties agree that the exclusive venue for any and all disputes, claims or actions in relating hereto or arising hereunder shall be the Circuit Court of Mobile County, Alabama or the United States District Court for the Southern District of Alabama, Southern Division.

I. Entire Agreement. This Agreement along with the TSA(s) for Services embodies the entire Agreement between the Parties hereto. Any amendments hereto must be made in writing and signed by both Parties.

J. Counterparts. This Agreement may be executed in counterparts each of which together shall constitute one original instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereby execute this Agreement effective as of the Effective Date.

"C SPIRE®"

"CUSTOMER"

TELEPAK NETWORKS, INC.

By: 

Name: Allen McIntosh

Title: VP Enterprise Operations

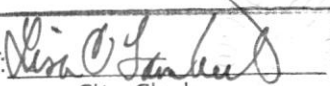
Date: 6/7/2018

By: 

Name: William S. Stimpson

Title: Mayor

Date: 7/1/18

ATTEST: 
City Clerk

TELECOMMUNICATIONS SERVICE AGREEMENT

(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN C SPIRE DOCUMENTS)

This Services Agreement ("Agreement") is entered into by and between Telepak Networks, Inc., a Mississippi corporation doing business as C Spire Business Solutions ("Company"), and the customer identified on the reverse hereof ("Customer"). Company agrees to provide and Customer agrees to purchase the Services described on the reverse hereof at the prices stated therein and on the term and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Company's acceptance hereof, and shall be deemed dated the date accepted by Company, as indicated on the reverse hereof. The parties acknowledge and agree that this Agreement shall be subject to the VoIP Services Level Agreement attached hereto. Furthermore, the parties acknowledge and agree that this Agreement and the VoIP Services Level Agreement are subject to Company's response to the City of Mobile's Request for Proposals (RFP Number: 2018-001), dated January 23, 2018, and the attached Scope of Work and attachments thereto, to wit: "Attachment A - Installation Services" and "Attachment B - Revised City of Mobile Pricing Matrix".

I. TERMS APPLICABLE TO ALL SERVICES.

TERM OF SERVICE. The Service shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof (the "Service Term"). Following the expiration of the Service Term, the City of Mobile will have the option to automatically renew for 36 months (each a "Renewal Term"), unless canceled by either party giving at least (60) days written notice of termination prior to the end of the Service Term or any Renewal Term. Following this initial renewal, they'll have one more option to again renew for another 36 months. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Company shall not be liable to Customer in any way for failure to commence the Service before such date.

CHARGES AND PAYMENT. Except as otherwise provided in any Applicable Tariff, the monthly charge for each Service provided by Company during the Service Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's standard charge for the same or similar services ("Monthly Charge"). Company shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Company within forty-five (45) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Company because of the Service provided by Company to Customer, shall be charged to and paid by Customer in addition to the Monthly Charge.

APPLICABLE TARIFFS. This Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to the Services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs.

EQUIPMENT. Customer premise equipment leased/furnished by Company (the "Equipment") remains the property of Company. In the event Company furnished Equipment cannot be recovered from Customer's site, then Customer will pay the Company its cost of purchasing the Equipment.

COMPLIANCE WITH LAWS; PAYMENT OF TAXES. Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Company in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement; (b) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of this Agreement immediately due and payable; and/or (c) exercise any other right or remedy which may be available to it under applicable law. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages and costs, including attorneys' fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customer's creditworthiness is not

acceptable and that Customer cannot provide sufficient additional security to Company.

SITE REVIEW. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by both parties. Initial: _____

LAWFUL, NON FRAUDULENT USE OF SERVICE. You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that: (a) interferes with our ability to provide Service to you or other customers; or (b) avoids your obligation to pay for Services. If you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Company from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that you are using the Service from outside the United States, Company reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

OWNERSHIP AND RISK OF LOSS. You bear all risk of loss of, theft of, casualty to, or damage to the Equipment, from the time it is shipped or delivered to you, if you purchase or lease Equipment from Company.

PROHIBITED USES OF THE SERVICE. You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Company. In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Company determines, in its sole discretion, that you are reselling or transferring the Service, then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when the transmission, receipt or possession of such communication or material (a) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law, or (b) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Company reserves the right to terminate your Service immediately and without advance notice if you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and you agree to hold Company harmless from and against any and all liability associated with such use.

NETWORK MANAGEMENT. Company uses reasonable network management practices to protect the network from harmful elements such as viruses, malicious internet traffic and spam, to ensure Customer compliance with this Agreement, and to avoid network congestion in order for Company to provide the best possible service for the most customers. We may, among other things and without advance notice, prioritize the usage of those a small percentage of customers who use the highest amount of data below that of other customers during "peak times" or locations experiencing network congestion. Company's network management practices change frequently due to the evolving nature of Internet, and may be viewed on the Network Management Policy located on cspire.com. In conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents, and material s provided to you (either personally or via Company's website(s)), are protected by trademark, copyright, patent, and other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Company are and shall remain the exclusive property of Company and nothing in this Agreement shall grant you the right or license to use any of such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modifications thereto) strictly in accordance with this Agreement. If you decide to use the Services through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use the interface device with the Service and you will indemnify and hold harmless Company from and against any and all liabilities arising out of your use of such interface device with the Services. You shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the firmware or software.

TAMPERING WITH SERVICE OR EQUIPMENT. Equipment purchased/leased from Company will be configured for your exclusive use of the Service purchased on the broadband connection designated by Company. Unless expressly authorized by Company you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

CANCELLATION OF SERVICE. Company reserves the right to discontinue Service immediately and without advance notice if such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (a) you refuse to furnish information or furnish false information that is essential for billing, or pertains

for your creditworthiness or your use of the Service; (b) you indicate that you will not comply with a request for security for the payment of Services; (c) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (d) you have been given notice by Company of any past due amount and such amount remains unpaid, in whole or in part; (e) you refuse to pay when billed for Service; (f) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with, or making connections to Service in an unauthorized manner, or using fraudulent means or devices; or (g) you act in a manner that is threatening, obscene, or harassing to Company personnel. The discontinuance of Service by Company does not relieve you of any obligation to pay Company for charges due and owing for Services furnished up to the time of cancellation.

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT COMPANY IS NOT RESPONSIBLE FOR ANY THIRD PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE SERVICES OR THE EQUIPMENT.

LIMITATION OF LIABILITY. COMPANY'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY COMPANY'S INTENTIONAL MISCONDUCT OR RECKLESSNESS, EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF COMPANY'S INTENTIONAL OR WILLFUL MISCONDUCT. YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. COMPANY AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT. Company will not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) acts or omissions of an underlying carrier, service provider, vendor or other third party; (b) Equipment, network, or facility failure; (c) Equipment, network, or facility upgrade or modification; (d) force majeure events such as, but not limited to, acts of god, hurricane, fire, war, acts of terrorism, and government actions; (e) Service, Equipment, network, or facility failure caused by loss of power to you; (f) outage of your broadband service provider; (g) your acts or omissions or the acts or omissions of any person using the Service or Equipment provided to you; or (h) any other cause that is beyond Company's control including, but not limited to, failure of or defect in any Equipment, the inability of Service connections to be completed, or the degradation of Service quality which are beyond Company's control. With respect to copper-based internet services, copper-based internet relies on copper availability from a third party. If copper availability from a third party should cease, C Spire reserves the right to terminate Customer's internet service by providing Customer sixty (60) days written notice of termination. Furthermore, Company will not be liable to you or others for any damages arising from the content of any data transmission, communication, or message transmitted or received by you, or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

To the fullest extent allowed by law, Company's aggregate liability for: (i) any failure or mistake, (ii) any claim with respect to Company's performance or nonperformance hereunder, or (iii) any act or omission of Company hereunder, shall in no event exceed the charges for the Service for the affected time period.

NO WARRANTIES ON SERVICE. TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

NO WARRANTIES OR LIMITED WARRANTIES ON EQUIPMENT. If you received Equipment from Company and the Equipment included a limited warranty from the manufacturer at the time of receipt, you must refer to the separate limited warranty document provided with the Equipment for information about such warranty. You acknowledge that Company is not the manufacturer of the Equipment and you agree to look solely to the manufacturer for any remedies associated with the malfunction of the Equipment. Company makes no warranties of any kind, express or implied, in connection with the Equipment.

ASSIGNMENT. Neither party shall assign this Agreement or its rights hereunder without the written consent of the other party to such assignment. Any such transfer without such consent is void.

MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision. Time is of the essence with respect to this Agreement. Customer agrees that the Services and Equipment will be used primarily for public purposes as specified herein, and that it will not be used primarily

for personal, family or household use. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and/or the Equipment and the rights of Company to take action necessary to remain in compliance with any applicable tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Service.

GOVERNING LAW. This Agreement shall be binding when accepted in writing by Company and shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles. The parties agree that the Circuit Court of Mobile County, Alabama or the United States District Court for the Southern District of Alabama, Southern Division, shall be the exclusive venue for any and all disputes, claims, or actions relating to or in any manner arising from this Agreement.

ENTIRE AGREEMENT; MODIFICATION. Subject to any Applicable Tariff, this Agreement correctly set forth the entire agreement between Company and Customer with respect to the Services by Company to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control. This Agreement may be modified or amended only in writing signed by both parties.

I. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF VOIP SERVICES.

911 SERVICES. The 911 emergency service provided in connection with Company's VoIP Service is different from traditional 911 service. When you dial 911 on your phone using Company's VoIP Service, your call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address you listed at the time you registered for the Service or other back-up emergency answering services. Company relies on third parties for the forwarding of information underlying such routing, and accordingly Company and its third party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Company for the particular area code and phone number. You acknowledge and agree that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to you. You further acknowledge and agree that 911-type services will not be available to a particular customer and neither Company nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 services to you in the event of the assignment of an area code and phone number to you located outside of the exchange area associated with your street address or relocation of the telephone device to a location other than your physical street address as registered with Company.

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating Service you must provide the actual physical street address where Equipment will be located, not a post office box, mail drop, or similar address. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Company for the Service and 911 to work properly.

YOU ACKNOWLEDGE AND ACCEPT THAT 911 SERVICE WILL NOT FUNCTION IF YOUR VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE INCLUDING FOR 911 DIALING PURPOSES.

911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. **YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOUR OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM YOUR PROVISION TO COMPANY OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR**

CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF COMPANY.

PRIVACY AND SECURITY. VoIP Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Company cannot guarantee that VoIP Service is private and secure. Company is not liable for any lack of privacy or security that you may experience with regard to the Service. You are responsible for taking precautions and providing security that best suits your intended use of the Service.

LOSS OF SERVICE. You acknowledge and understand that Service does not function in the event of a power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Company) and that, accordingly, in the event of an outage of, or termination of Service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Company terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service. Should Company suspend or terminate your Service, the Service will not function until Company restores your Service (which may require the payment of all invoices and reconnection fees owed by you to cure any breach of this Agreement by you).

SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT. All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls and medical monitoring devices are not compatible with Company's VoIP Service, and fax machines and modems may not be compatible with Company's VoIP Service. By accepting this Agreement you waive any claim against Company for interference with or disruption of such systems due to the Service.

EQUIPMENT. Customer understands and acknowledges that, for Company to provide the Services, the Customer must have a broadband service connection and Voice Over IP ("VoIP") Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at the Origination and Termination Locations. If Customer is not purchasing or leasing the VoIP Equipment from Company, then Company must certify and approve whether or not the Customer provided VoIP Equipment will work in conjunction with the Service. If it does not, then Customer must purchase or lease VoIP Equipment from Company in order to receive the Service. Customer premise equipment leased/furnished by Company remains the property of Company. For Company-furnished customer premise equipment that cannot be recovered from Customer's site, Customer will pay Company the purchase price for such Customer premise equipment.

EXCESSIVE USAGE. If any Customers on a specific VoIP Service plan have usage exceeding by ten (10) times the average usage of all the customers on the same VoIP Service plan subscribing to the same number of lines, the Customer may be charged an additional fee of \$50.00 per month per line.

PROHIBITED USES OF THE SERVICE. You are prohibited from using VoIP Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if you are reselling or transferring VoIP Service or that your VoIP Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, the Company reserves the right to immediately terminate your VoIP Service without advance notice and to assess additional charges for each month in which the excessive usage occurred.

NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE. You acknowledge and agree that the Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

II. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF FIREWALL SERVICES.

DEFINED TERMS. "Firewall Services" may include Services on Firewall Services Equipment shared by Customer with other customers of Company that: (i) establish a boundary for Customer's network by managing inbound and outbound data traffic between Customer's network and other networks to secure Customer's network from unwarranted data intrusions;

(ii) intrusion data prevention software intended to detect malicious code and harmful attacks on Customer's data within Customer's network; (iii) content filtering; and/or (iv) support for Firewall Services as described in this Service Agreement. "Firewall Services Equipment" means the servers and related components owned and maintained by Company that are utilized to provide Firewall Services under this Service Agreement.

FIREWALL SERVICES. Customers may purchase varying types and levels of Firewall Services and charges for the Firewall Services will be separately itemized within the Monthly Charges set forth in this Agreement. Customer may utilize Company's portal to make modifications to the Firewall Services, run certain reports, and perform certain administrative tasks in connection with the Firewall Services. Company is obligated to provide only those Firewall Services purchased by Customer.

CUSTOMER OBLIGATIONS. Customer must have internet access Service from Company in order to use the Firewall Services. Company will not provide any equipment for Customer's use of the Firewall Services other than the Firewall Services Equipment. Customer shall be solely responsible for its activities in using the Firewall Services, including the activities of its employees and contractors (and the activities of anyone else who obtains access to Customer's passwords). Company is not responsible for the unauthorized use of the Firewall Services whether by ex-employees of Customer, compromised Customer passwords, or any other misuse of Customer's account. Customer is responsible for providing Company at Customer's expense and in a timely manner the following: (a) access to Customer's system used or accessible in connection with the Firewall Services; (b) cooperative testing of all Customer provided hardware and software for compatibility with the Firewall Services; and (c) designating an authorized contact(s) to be the point of contact to interface with Company's customer support. Customer acknowledges that in the event of interruption of the Firewall Services, Customer will be responsible for cooperative testing with Company's technical support to assist in the diagnosis of the interruption. Company shall not be liable for late or delayed data transfers, no matter what the root cause. Customer acknowledges that should Customer, Customer's employees or contractors, or any other party that has physical access to Customer's network create a potential point of entry either by adding another circuit, an unsecure Wi-Fi access point, remote communications software running on a personal computer, or any other method that bypasses the Company's Firewall Services, Customer will be solely responsible for any degradation in the effectiveness of the Firewall Services caused by such act. Customer understands that it may make a change request to the Firewall Services that provides for a lower level of security for its network. Customer acknowledges and agrees that it assumes all risk and liabilities resulting from such change.

SUPPORT. Company will use commercially reasonable efforts to assist Customer, through Customer's authorized contact(s), with setting up and configuring Customer's account, and resolving issues related to Firewall Services. Only Customer's authorized account contact(s) may request information, changes, or technical support. Company's technical support response time depends on the complexity of the inquiry and support request volume. The Firewall Services include technical support from 8:00 a.m. to 6:00 p.m. Central Time Monday – Friday, except holidays. Company's obligation to provide technical support does not apply to any malfunction of Customer's equipment or software. Company does not guarantee compatibility of the Firewall Services with any specific configuration of hardware or software. Company encourages Customer to discuss any technical and compatibility issues with Company's technical support personnel.

DATA LOSS AND RETENTION. Notwithstanding Company's physical security and cybersecurity of the Firewall Services Equipment, Customer acknowledges that the Firewall Services Equipment may be subject to casualty events and cyberattacks resulting in data loss that are beyond the control of Company. Company does not guarantee the recoverability of any Customer data which is lost for any reason including, but not limited to, cyberattack. Additional fees may apply for recovery of Customer data and Company will work on those requests on a best efforts basis. For more information on collection, retention, and use of Customer information please refer to Company's Privacy Policy at www.cspire.com.

ADDITIONAL CUSTOMER OBLIGATIONS. Customer remains solely responsible for the security of its network. Customer further agrees to do all of the following at its expense: (a) use reasonable security precautions in connection with its use of the Firewall Services; (b) create or maintain a current copy of all content provided by Customer to Company; (c) comply with all laws applicable to Customer's use of the Firewall Services, and the terms of this Agreement.

DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE FIREWALL SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE FIREWALL SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE FIREWALL SERVICES THAT ARISE FROM CUSTOMER'S EQUIPMENT, SOFTWARE, CONTENT, APPLICATIONS, OR THIRD PARTY CONTENT. THE FIREWALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

III. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF SOFTWARE AND SECURE OFFICE SERVICES.

CUSTOMER ACKNOWLEDGEMENT. Customer acknowledges through execution of this agreement that they have read,

understand, and agree to terms, restrictions, and obligations as set forth in the SOFTWARE RESALE SERVICE AGREEMENT posted to <http://www.cspire.com/cms/business/office365/>

Account Name: CITY OF
MOBILE

Initial See attached Service Level Agreement



Telecommunications Service Agreement

BILLING INFORMATION			
Customer Name		Sales Representative	Proposal Reference
CITY OF MOBILE		Robert Gibson	Q-27154
Billing Address		Tax ID	Contract ID
651 CHURCH ST		636001318	
City, State	Zip Code	Billing Contact Phone	
MOBILE, AL	366021603	(251) 208-7337	
Billing Contact Name		Billing Contact E-mail	
Ashley Todd		ashley.todd@cityofmobile.org	
Technical Contact		Technical Contact Phone	
Sue Farni		+1 251-208-7830	
Technical Contact Email			
sue@cityofmobile.org			

I understand and agree that all Service(s) provided on Exhibit A are subject to the terms of the Company's current Acceptable Use Policy located at www.telepak.com, and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises.

By signing below, I acknowledge that I have read, agree to, and accept the information listed above, below, and attached or incorporated herewith, including the terms and conditions stated herein and as referenced in the link below.

PERSONS AUTHORIZED TO MAKE CHANGES TO THIS ACCOUNT			
NAME (1)	PHONE (1)	NAME (2)	PHONE (2)
NAME (3)	PHONE (3)	NAME (4)	PHONE (4)

Service Term	Term Acknowledgement (Initial)
60	

--	--

Client Authorized Signature	Date
	
Client Name	Client Title
	

C Spire™ and C Spire Business Solutions™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire™ and C Spire Business Solutions™ brands. Affiliates include Telepak Networks, Inc., Callis Communications, Inc. and C Spire Advanced Data Solutions, LLC.

Site Review. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by the parties.

Initial: _____

Company is a Competitive Local Exchange provider in the states of Mississippi, Alabama, Tennessee, and Louisiana. Analog lines purchased from Company in said states are subject to the applicable state tariff as published online at www.cspire.com/tariff. In states outside of Mississippi, Alabama, Tennessee, and Louisiana, Company may, as a billing convenience to you, acquire and invoice to you analog lines from the local provider in the region. In such cases, Company is not the provider of services. Company renders this invoice service to you in your out-of-region offices to support consolidated billing for your convenience. Rates for analog lines fluctuate over time and are subject to change upon thirty (30) days' written notice to you.

Initial: _____

Exhibit A – Product and Services

4851 Museum Drive, Mobile, AL 36608						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
Direct Internet Access - Custom	1 Gbps x 1 Gbps	Add	1	\$930.00	\$930.00	\$0.00
Location Totals:					\$930.00	\$0.00

701 ST FRANCIS ST, MOBILE, AL						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
Custom Voice Service	1 Individual Static IP Address	Add	128	\$1.00	\$128.00	\$0.00
Direct Internet Access - Custom	1 Gbps x 1 Gbps	Add	1	\$930.00	\$930.00	\$0.00
Location Totals:					\$1,058.00	\$0.00

Summary			
Location		Monthly	Total Upfront
4851 Museum Drive, Mobile, AL 36608		\$930.00	\$0.00
701 ST FRANCIS ST, MOBILE, AL		\$1,058.00	\$0.00

All Locations Totals		Total Monthly	Total Upfront
		\$1,988.00	\$0.00



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Robert Lasky, Executive Director of Public Safety

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize agreement between the City of Mobile and AltaPointe Health Systems, Inc. for work performed by the Mobile Police Department for crisis response under the Mobile Early Diversion Program and funded by the Substance Abuse and Mental Health Services Administration awarded to AltaPointe Health.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - COM and AltaPointe MOU for Early Diversion Program
2. City of Mobile-AltaPointe MOU Early Diversion Grant

REVIEWERS:

Tiffany Levy
Randy Threadgill
Chris Kern
Brandi Montgomery
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Memorandum of Agreement by and between the City of Mobile and AltaPointe Health Systems, Inc. for work performed by the Mobile Police Department for crisis response under the Mobile Early Diversion Program and funded by the Substance Abuse and Mental Health Services Administration as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy is on file in the office of the City Clerk.

Adopted:

City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN
ALTAPOINTE HEALTH SYSTEMS, INC AND THE
CITY OF MOBILE

The objective of this agreement is to provide additional resources to officers of Mobile Police Department responding to mental health crisis calls or calls with a mental health nexus, as well as those individuals struggling with homelessness. Officers will have access to clinicians 24-hours-a-day, seven days a week through the use of iPad technology carried in officers patrol vehicles where the remote clinician can use de-escalation techniques to mitigate the crisis, conduct an evaluation, and link mentally ill persons to the AltaPointe Health Systems, Inc. (AltaPointe Health) Behavioral Health Crisis Center (BHCC) for treatment instead of being charged and booked into Mobile Metro Jail on nuisance or crimes of survival (low-level offenses). Clinicians will also be able to make treatment recommendations and conduct face to face follow up. The Homeless Outreach Team (HOT) consists of a Crisis Intervention Team (CIT) trained officer and a clinician who will follow the Harris County model of traveling to homeless encampments or other areas such as the downtown business district where there are homeless individuals, to provide them with access to identification cards through fingerprint analysis which will help them access services and benefits previously inaccessible to them. Additionally, the team is able to assist individuals with access to the coordinated entry assessment for Housing First, transport to shelters, assistance during inclement weather events such as hurricanes and hard freezes, and linkage to other resources such as healthcare, mental health, substance use disorder treatment, etc.

To achieve the objective, the City of Mobile will collaborate with AltaPointe Health for mental health training during annual in-service, offering Crisis Intervention Team (CIT) training to officers designated by the department, regarding Signal 31 (mentally unstable subjects) calls for service. The goal is for officers to have an alternative to arrest or leaving the scene without warm hand-off to mental health services. Officers will utilize de-escalation techniques taught in training, iPad technology for immediate evaluation by a clinician while on a call in the field and get them to the BHCC for immediate treatment if recommended by the clinician. Depending on the severity of the crisis the clinician can also provide follow up and linkage to outpatient treatment appointments. AltaPointe will provide clinicians to respond remotely 24/7, clinician on AltaPointe's Crisis Response Team to operate in person from 8:00am to 10:00pm 7 days a week, a clinician to pair with a CIT trained officer for the HOT Team, and a veteran peer to assist with both HOT Team activities, crisis response, and training.

In order to facilitate utilization of iPad telehealth equipment and use of the BHCC, the following will be necessary for the parties to achieve the objective:

WHEREAS City of Mobile officers will be trained on how to respond and assist with mentally ill suspects by identifying what mental illness, substance use disorders, developmental disabilities, and neurocognitive disorders are, how to de-escalate these types of calls and how to distinguish whether the individual is better served in treatment rather than incarceration, or if they need to be evaluated and offered treatment at the BHCC. Officers will be trained on how to use the iPad technology connecting an individual to a clinician immediately, while the officer is on scene. The clinician will then provide the officer with a recommendation and follow up with the

individual to ensure they receive appropriate treatment and access to services in real time. For the purposes of this grant funded program, a brief survey must be completed at the end of each session, which officers will be instructed on completing.

WHEREAS City of Mobile will be able to facilitate getting potentially mentally ill individuals to the BHCC provided that the following terms and conditions are met.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. HIPAA compliance has been met by clinicians and officers as it is in the best interests of the mentally ill individual to get them the necessary evaluation or treatment at the appropriate place via iPad technology, clinical co-response, or homeless outreach.
2. Transport to the BHCC will only be utilized in situations where there is no victim, and the subject is not an immediate danger to himself or others, such as that voluntary treatment would pose a risk.
3. All officers will have the availability to use the BHCC for mentally ill subjects after communication with AltaPointe Health clinicians, either through the use of iPad technology or via the AltaPointe Health Access to Care Department using the designated law enforcement line.
4. Once the individual has arrived at the BHCC, the officer clears his or her call and the Crisis Center has the responsibility of providing appropriate treatment based on clinical assessment.
5. This memorandum of understanding will remain in effect until the end of the project period of the Mobile Early Diversion Program (September 30, 2028) and is subject to the availability of funds from the Substance Abuse and Mental Health Services Administration.

Dated this _____ day of _____, 2024.

ALTAPOINTE HEALTH SYSTEMS, INC:

By: J. Tuerk Schlesinger

Title: CEO

Signature

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary in and for the State and County, hereby certify that J. Tuerk Schlesinger, as CEO of Altapointe Health Systems, Inc., whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this date that being informed of the contents hereof, he/she executed the same on behalf of said agency on the date the same bears date.

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

NOTARY PUBLIC

My Commission Expires: _____

CITY OF MOBILE:

By: _____

Title: _____

Signature

ATTEST:

City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA
APPROVING THE APOINTMENTS OF NEW DIRECTORS OF THE IMPROVEMENT
DISTRICT OF THE CITY OF MOBILE – MCGOWIN PARK PROJECT**

WHEREAS, The Improvement District of the City of Mobile – McGowin Park Project, a public corporation organized by the City Council (the “Council”) of the City of Mobile (the “City”) under the laws of the State of Alabama (the “Improvement District”), is duly organized and existing under the provisions of Chapter 99A of Title 11 of the Code of Alabama (1975) (the “Act”); and

WHEREAS, the current Board of Directors of the Improvement District (the “Board”) are Michael Anderson, Donald Foster, and Travis Black; and

WHEREAS, Travis Black and Michael Anderson have tendered their resignations from the Board to the Council (Exhibits A and B, respectively); and

WHEREAS, the Council desires to accept the resignations of Travis Black and Michael Anderson from the Board, and in response now appoint Jay Kanik and Jesse Galloway to the Board, in substitution of Travis Black and Michael Anderson, respectively.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL, as follows:

- (1) That the Council hereby accepts the resignations of Travis Black and Michael Anderson, and they are hereby removed from the Board and relieved of all authority, rights and obligations in connection with their role on the Board.
- (2) That Jay Kanik is hereby appointed to the Board in substitution of Travis Black and Jesse Galloway is hereby appointed to the Board in substitution of Michael Anderson.

Chairman of the Mobile City Council

SEAL

Attest: _____
Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve amendment of purchase order to JHCC Holdings LLC for additional wreck damage repairs to 2021 Chevrolet Tahoe PPV SUV.

Amount of Contract:

New total \$24,261.72

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20240711 JHCC Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 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: Approve Amendment of Purchase Order to JHCC Holdings LLC

PURPOSE & SCOPE OF PROJECT:

To approve amendment of purchase order to JHCC Holdings LLC for additional wreck damage
repairs to 2021 Chevrolet Tahoe PPV SUV.
Motor pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: New total: \$24,261.72

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:

Previous estimate and PO was for \$16,313.60. Increase amount by \$7,948.12 to new total of
\$24,261.72

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, an amendment to a purchase order to the indicated vendor in the approximate amount stated as indicated below and attached herein:

Purchase Order	Fiscal Year	Department	Description	Amount	Vendor
<u>24009052</u>	2024	(2050) FLEET MANAGEMENT-GARAGE	AMEND PURCHASE ORDER TO COMPLETE ADDITIONAL WRECK REPAIRS TO 2021 CHEVROLET TAHOE PPV SUV FOR AN ADDITIONAL \$7,948.12 (PRICE BELOW BID REQUIREMENT)	\$24,261.72	<u>(299101) JHCC HOLDINGS LLC</u>

Adopted:

City Clerk

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>9835</u>	2024	(2050) FLEET MAINTENANCE-GARAGE	WRECK REPAIR FOR 2021 CHEVY TAHOE PPV SUV (PRICE BELOW BID REQUIREMENT; VENDOR SELECTED FROM BODY WORK ROTATION POOL)	\$16,313.60	<u>(299101) JHCC HOLDINGS LLC</u>

Adopted: JUN 18 2024.

Lana Papenbach
City Clerk



Joe Hudson's Collision Center-Cottage Hill

cottagehill@jhcc.com
7989 Cottage Hill Road, Mobile, AL 36695
Phone: (251) 236-4090

Workfile ID: 18863225
PartsShare: 7XYrC7
Federal ID: 471750182
State ID: na
Federal EPA: na
State EPA: na

Preliminary Supplement 1 with Summary

24009052

Customer: CITY OF MOBILE

Written By: Jackson Phillips

Insured: CITY OF MOBILE
Type of Loss:
Point of Impact: 01 Right Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 20

Owner:
CITY OF MOBILE
(251) 375-6092 Cell

Inspection Location:
Joe Hudson's Collision Center-Cottage Hill
7989 Cottage Hill Road
Mobile, AL 36695
Repair Facility
(251) 236-4090 Business

Insurance Company:

VEHICLE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

VIN: 1GNSCLED6MR461290
License: 71084MU
State: AL

Interior Color: BLACK
Exterior Color: WHITE
Production Date: 8/2021

Mileage In: 43,089
Mileage Out:
Condition:
Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System

Hands Free Device

Xenon or L.E.D. Headlamps
Positraction
Lane Departure Warning

ROOF

Luggage/Roof Rack

SEATS

3rd Row Seat

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2		O/H front bumper				3.4	
3	<>	Repl Bumper cover	87813939	1	675.70	Incl.	2.6
		Note: Time includes R&I grille assembly. Time includes R&R/R&I upper baffle, side marker lamps, lower cover, outer reinforcements, skid plate, lower brace, air inlet grille and harness. This part is eligible for a Core Charge. Part Price does not include the Core Charge.					
4		Add for Clear Coat					1.0
5	Repl	RT Guide	85594226	1	14.85	0.1	
6	Repl	Lower cover	87813942	1	792.25	Incl.	1.8
		Note: Time is after bumper cover is removed. Time is included with overhaul. This part is eligible for a Core Charge. Part Price does not include the Core Charge.					
7		Add for Clear Coat					0.4
8	Repl	Grille assy	85525322	1	1,191.83	0.4	
9	**	Repl A/M Setina PB450L Lighted Push Bumper +20%	BK2019TAH21	1	1,780.40	2.0	
		Note: lead time 10-14 weeks 10 in stock @ dana safety supply					
10	**	Repl A/M SoundOff ETSS100J +20%	ETSS100J	1	270.74	0.2	
		Note: lead time 2-4 weeks @ dana safety supply					
11		FRONT LAMPS					
12	R&I	LT Headlamp assy				0.5	
13	Repl	RT Headlamp assy	85123918	1	1,049.95	0.5	
14		Aim headlamps				0.5	
15		RADIATOR SUPPORT					
16	S01 Repl	Radiator support (HSS)	85544205	1	964.20	11.8	4.7
17	S01	Evacuate & recharge			m	1.4	M
18	S01	Refrigerant recovery			m	0.4	M
19	S01	Add for shutter			m	0.6	M
20		HOOD					
21	Repl	Hood	85112715	1	1,151.27	1.5	3.2
22		Overlap Major Non-Adj. Panel					-0.2
23		Add for Clear Coat					0.6
24		Add for Underside(Complete)					1.6
25		Add for Clear Coat					0.3
26	Repl	Lock	84805444	1	82.40	0.3	
27		FENDER					
28	Repl	RT Fender	84384211	1	798.63	2.4	2.2
29		Overlap Major Adj. Panel					-0.4
30		Add for Clear Coat					0.4
31		Add for Edging					0.5
32		Add for Clear Coat					0.1
33	#	R&I RT Fender Flush Mount Light				0.2	
34	R&I	RT Fender liner w/Z71, Police, SSV				Incl.	
35	*	Rpr LT Fender				3.0	2.0

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

36			Overlap Major Adj. Panel					-0.4
37	*		Add for Clear Coat					0.3
38		R&I	LT Fender liner w/271, Police, SSV			0.3		
39	#	R&I	LT Fender Flush Mount Light			0.2		
40	FRAME							
41		S01	Repl RT Front section	84765613	1	2,002.73 s	6.0	
42		S01	Repl LT Front section	84765611	1	2,002.73 s	6.0	
43		S01	Repl RT Diagonal brace	84765609	1	73.48 s	Incl.	
44		S01	Repl LT Diagonal brace	84765609	1	73.48 s	Incl.	
45	#	S01	Rpr Set up and measure				2.0	
46	#	S01	Rpr Pull sag and sway				3.0 F	
47	PILLARS, ROCKER & FLOOR							
48			Repl RT Step bar assy black	84809513	1	1,076.53	0.7	
49	FRONT DOOR							
50	*		Rpr RT Door shell w/o body side moldings				1.5	2.1
51			Overlap Major Non-Adj. Panel					-0.2
52	*		Add for Clear Coat					0.4
53	*		Rpr RT Outer panel				8.0	
54			Repl RT Belt molding chrome	84844388	1	59.65	0.3	
			Note: PARTS: Part cannot be reused/reinstalled. Time is after mirror is removed.					
55		R&I	RT Upper molding black				0.2	
56		R&I	RT R&I mirror				0.4	
57		R&I	RT Handle, outside w/o chrome				0.4	
58		R&I	RT R&I trim panel				0.4	
59	REAR DOOR							
60			Repl RT Door shell w/o body side moldings	86791900	1	1,122.87	4.6	3.1
61			Overlap Major Adj. Panel					-0.4
62	*		Add for Clear Coat					0.5
63			Repl RT Belt molding chrome	85138606	1	21.03	Incl.	
			Note: PARTS: Part cannot be reused/reinstalled.					
64		R&I	RT Upper molding black				0.2	
65		R&I	RT R&I trim panel				Incl.	
66		R&I	RT Window molding				0.2	
67	QUARTER PANEL							
68	*		Rpr RT Quarter panel				6.0	2.6
			Note: bottom of quarter panel pushed inwards					
69			Overlap Major Adj. Panel					-0.4
70	*		Add for Clear Coat					0.4
71		R&I	RT Wheelhouse liner				0.3	
72		R&I	RT Qtr glass GM, w/glass breakage sensor w/privacy tint				2.0	
73	#	Subl	Glass urethane sealer kit		1	25.00		
74		R&I	RT Front molding chrome				0.2	

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

75	#	Rpr	Mask rear door opening			0.3
76	REAR LAMPS					
77		R&I	RT Tail lamp			0.4
78	REAR BUMPER					
79	*	R&I	R&I bumper cover (Partial)			0.6
80	VEHICLE DIAGNOSTICS					
81	*	Rpr	Pre-repair scan		m	0.5
82	*	Rpr	Post-repair scan		m	0.5
83	#	Repl	Cavity wax	1	15.00	0.3
84	#		Cover car	1	10.00	0.2
85	#	Repl	Corrosion Protection	1	15.00	0.2
86	#	Rpr	Featheredge, prime and block			1.0
87	#	Subl	Hazardous waste fee	1	5.00	
SUBTOTALS				15,274.72	76.1	28.8

NOTES

Prior Damage Notes:

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				15,274.72
Body Labor	70.7 hrs	@	\$ 70.00 /hr	4,949.00
Paint Labor	28.8 hrs	@	\$ 70.00 /hr	2,016.00
Mechanical Labor	2.4 hrs	@	\$ 95.00 /hr	228.00
Frame Labor	3.0 hrs	@	\$ 70.00 /hr	210.00
Paint Supplies	28.8 hrs	@	\$ 55.00 /hr	1,584.00
Subtotal				24,261.72
Grand Total				24,261.72

MyPriceLink Estimate ID / Quote ID:

1225486050311282688 / 136848052

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Added Items							
15		RADIATOR SUPPORT					
16	S01	Repl Radiator support (HSS)	85544205	1	964.20 s	11.8	4.7
17	S01	Evacuate & recharge			m	1.4 M	
18	S01	Refrigerant recovery			m	0.4 M	
19	S01	Add for shutter			m	0.6 M	
40		FRAME					
41	S01	Repl RT Front section	84765613	1	2,002.73 s	6.0	
42	S01	Repl LT Front section	84765611	1	2,002.73 s	6.0	
43	S01	Repl RT Diagonal brace	84765609	1	73.48 s	Incl.	
44	S01	Repl LT Diagonal brace	84765609	1	73.48 s	Incl.	
45	#	S01 Rpr Set up and measure				2.0	
46	#	S01 Rpr Pull sag and sway				3.0 F	
SUBTOTALS					5,116.62	31.2	4.7

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			5,116.62
Body Labor	25.8 hrs @	\$ 70.00 /hr	1,806.00
Paint Labor	4.7 hrs @	\$ 70.00 /hr	329.00
Mechanical Labor	2.4 hrs @	\$ 95.00 /hr	228.00
Frame Labor	3.0 hrs @	\$ 70.00 /hr	210.00
Paint Supplies	4.7 hrs @	\$ 55.00 /hr	258.50
Subtotal			7,948.12
Total Supplement Amount			7,948.12
NET COST OF SUPPLEMENT			7,948.12

MyPriceLink Estimate ID / Quote ID:

1225486050311282688 / 136848052

Charles Samuel
6/14/2024

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	16,313.60	Jackson Phillips
Supplement S01	7,948.12	Jackson Phillips
Job Total:	\$ 24,261.72	

Joe Hudson's Collision Center will provide a limited lifetime warranty on workmanship, including refinish work performed for as long as the customer owns the vehicle.

This is an estimate only. This estimate does not account for hidden or unseen damage. Parts prices may vary and are subject to invoice.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf Coast Truck & Equipment Co Inc for fuel system contamination repair to 2023 Mack side load garbage truck.

Amount of Contract:

\$20,936.98

Funding Source

General fund.

ATTACHMENTS:

1. 20240711 Gulf Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Gulf Coast Truck & Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gulf Coast Truck & Equipment Co Inc for fuel system
contamination repair to 2023 Mack side load garbage truck.
Motor pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,936.98

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 - vendor selected to preserve engine warranty.

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>11461</u>	2024	(2050) FLEET MANAGEMENT-GARAGE	FUEL SYSTEM CONTAMINATION REPAIR TO 2023 MACK SIDELOAD GARBAGE TRUCK (PRICE BELOW BID REQUIREMENT – VENDOR SELECTED TO PRESERVE WARRRRANTY))	\$20,936.98	<u>(77800) GULF COAST TRUCK & EQUIPMENT CO INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00011461-00 FY 2024 PO 24010553 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Converted	Page 1
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Vendor GULF COAST TRUCK & EQUIPMENT CO INC P O BOX 6267 MOBILE, AL 36660 Tel#251-476-2744 Fax 251-478-5919	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference CHARLES SUMRALL 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
07/08/24	077800				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
NGPO#:PO-08914				
001	00634-FUEL SYSTEM REPAIR	1.00	20936.98000	20936.98
	Additional Description Notes	LOT		
	LOW POWER			
	REPAIR ORDER NUMBER 132360MB, 7/8/24			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			20936.98
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total 20936.98

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.		

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00011461-00 FY 2024 PO 24010553 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Converted	Page 2
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Vendor
GULF COAST TRUCK & EQUIPMENT CO INC
P O BOX 6267

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36660

MOBILE, AL 36604
sean.clark@cityofmobile.org

Tel#251-476-2744
Fax 251-478-5919

Delivery Reference
CHARLES SUMRALL

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/24	077800				FLEET MANAGEMENT-GARAGE

Account	Amount	Remaining Budget
MOTOR POOL EXP	20936.98	10118576.74
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
CCancelled	07/08/24	MICHAEL SPAFFORD	GL Allocation, GL Allocation c
Approved	07/09/24	CHARLES SUMRALL	Approve repairs
Approved	07/10/24	SHONNDA SMITH	
Approved	07/10/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/10/24	DONALD ROSE	Auto approved by: 9105spam
Approved	07/10/24	SANDRA LEWIS	Auto approved by: 9105spam
Approved	07/10/24	STEVEN KRONINGER	Auto approved by: 9105spam
Approved	07/10/24	SAMANTHA COOLEY	Auto approved by: 9105spam
Approved	07/10/24	JOHN PAINE	Auto approved by: 9105spam
Approved	07/10/24	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 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 Imagetrend LLC for annual renewal of Imagetrend Elite Health Information Hub patient management software with bi-directional data exchange.

Amount of Contract:

\$25,132.72

Funding Source

EMS Expense

ATTACHMENTS:

1. 20240711 Imagetrend Agenda Package POs

REVIEWERS:

Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 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 Imagetrend LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Imagetrend LLC for annual renewal of Imagetrend Elite
Health Information Hub patient management software with bi-directional data exchange.
EMS expense

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$25,132.72

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; Bid exempt as software; GSA contract..

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10389</u>	2024	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF IMAGETREND ELITE HEALTH INFORMATION HUB PATIENT MANAGEMENT SOFTWARE WITH BI-DIRECTIONAL DATA EXCHANGE (BID EXEMPT AS SOFTWARE, GSA SCHEDULE)	\$25,132.72	(<u>295732</u>) <u>IMAGETREND</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010389-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor IMAGETREND, LLC 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	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
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/24	295732				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

ANNUAL FEES ON INVOICE #108576.

RENEWAL OF EXISTING SOFTWARE AND FEE SCHEDULE PER GSA-GS-35F 365DA.
 GS-35F-365DA. PERIOD COVERED BY CONTRACT: June 09, 2024 through June 08,
 2025. STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.

001 RENEWAL: ELITE HIH HEALTH INFORMATION HUB VOLUME TIER ANNUAL FEES ON INVOICE PS-INV108576. Vendor Item	1.00 EACH	14205.45000	14205.45
---	--------------	-------------	----------

1 6120.70.15.0000.0000.1510.0000.0000.44020.	14205.45
--	----------

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010389-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor IMAGETREND, LLC 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	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
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/24	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	RENEWAL: ELITE HIH BI-DIRECTIONAL OPTION ANNUAL FEES ON INVOICE PS-INV108576. Vendor Item	1.00 EACH	10927.27000	10927.27

1 6120.70.15.0000.0000.1510.0000.0000.44020. 10927.27

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 25132.72

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	25132.72	442125.18
EMERGENCY MEDICAL SVCS EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	07/11/24	DONALD ROSE	Approved by: 9105fo1a



IMAGETREND®

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: <http://www.gsadvantage.gov>

**MULTIPLE AWARD SCHEDULE
LARGE CATEGORY F – INFORMATION TECHNOLOGY**

**CONTRACT NUMBER:
GS-35F-365DA**

**PERIOD COVERED BY CONTRACT:
June 16, 2021 through June 15, 2026**

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
<http://www.imagetrend.com/>

Contract Administrator
Sherri Leflay
Email: contracts@imagetrend.com

Price List Current through Modification #**PA-0017**, effective **June 5, 2020**

Business Size: **Small**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

CUSTOMER INFORMATION IMAGETREND, INC.

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

<u>SIN 511210:</u>	Software Licenses
<u>SIN 54151:</u>	Software Maintenance Services
<u>SIN 611420:</u>	Information Technology Training
<u>SIN 54151ECOM:</u>	Electronic Commerce and Subscription Services
<u>SIN OLM:</u>	Order Level Materials

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** Please see the .
pricelist below.

1c. **HOURLY RATE (Services Only):** Please see the labor category descriptions below for .
details.

2. **MAXIMUM ORDER*:**

SIN 511210	\$500,000
SIN 54141:	\$500,000
SIN 611420:	\$250,000
SIN 54151ECOM:	\$500,000
SIN OLM:	\$250,000

*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MINIMUM ORDER:** \$100.00

4. **GEOGRAPHIC COVERAGE:** Domestic Delivery Only

5. **POINT(S) OF PRODUCTION:**

20855 Kensington Blvd
Lakeville, MN 55044

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached Pricelist.

7. **QUANTITY DISCOUNT(S):**

1% for orders equal to or exceeding \$150,000;
2% for orders equal to or exceeding \$250,000

8. **PROMPT PAYMENT TERMS:** 0% Net 30 Days

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **FOREIGN ITEMS:** None

10a. **TIME OF DELIVERY:** To be negotiated at the task order level

- 10b. **EXPEDITED DELIVERY:** To be negotiated at the task order level
- 10c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level
- 10d. **URGENT REQUIREMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery
11. **FOB POINT:** Destination; 48 contiguous states and Washington, DC, as well as Alaska, Hawaii, and Puerto Rico
- 12a. **ORDERING ADDRESS:**
- ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
- 12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
13. **PAYMENT ADDRESS:**
- ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
14. **WARRANTY PROVISION:** N/A
15. **EXPORT PACKING CHARGES:** N/A
16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable):** N/A
17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 22b. **Section 508 Compliance for EIT:** As Applicable. For more information, please go to <http://www.imagetrend.com/>
23. **DUNS NUMBER:** 078407906
24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active

ImageTrend, Inc.
Pricelist Upon Award
GS-35F-365DA

SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
Term Software License									
511210	ImageTrend, Inc.	Rescue_60000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	60,000	69,999	\$85,239.29	Standard commercial Warranty
511210	ImageTrend, Inc.	EMS_100000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	100,000	100,000+	\$113,652.39	Standard commercial Warranty
SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
ImageTrend Elite Rescue Annual Support									
54151	ImageTrend, Inc.	Resc_Sup60000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	60,000	69,999	\$13,638.29	Standard commercial Warranty
ImageTrend Elite EMS Annual Support									
54151	ImageTrend, Inc.	EMS_Sup100000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	100,000	100,000+	\$19,151.64	Standard commercial Warranty
ImageTrend Elite EMS Implementation									
54151	ImageTrend, Inc.	EMS_Imp100000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	100,000	100,000+	\$19,949.62	Standard commercial Warranty
ImageTrend Elite Field Annual Support									
54151	ImageTrend, Inc.	Field_Sup60000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	100,000	100,000+	\$9,092.19	Standard commercial Warranty
SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
ImageTrend Elite Annual Hosting									
54151ECOM	ImageTrend, Inc.	Elite_Host100000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	100,000	100,000+	\$19,889.17	Standard commercial Warranty
ImageTrend Elite EMS Software as a Service									
54151ECOM	ImageTrend, Inc.	EMS_SaaS1	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1	1,249	\$1,894.21	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS1250	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1,250	2,499	\$2,841.31	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS2500	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	2,500	3,999	\$3,788.41	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS4000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	4,000	9,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS10000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	10,000	14,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS15000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	15,000	19,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS20000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	20,000	29,999	\$4,735.52	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	EMS_SaaS30000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	30,000	39,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS40000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	40,000	49,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS50000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	50,000	59,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS60000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	60,000	69,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS70000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	70,000	79,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS80000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	80,000	89,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS90000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	90,000	99,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS100000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	100,000	100,000+	\$4,735.52	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service									
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1	1,249	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1250	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1,250	2,499	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaSs_2500	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	2,500	3,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_4000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	4,000	9,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_10000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	10,000	14,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_15000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	15,000	19,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_20000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	20,000	29,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_30000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	30,000	39,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_40000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	40,000	49,999	\$2.13	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	Rescue_SaaS_50000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	50,000	59,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_60000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	60,000	69,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_70000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	70,000	79,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_80000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	80,000	89,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_90000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	90,000	99,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_100000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	100,000	100,000+	\$2.13	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service Implementation									
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1	1,249	\$2,367.76	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1250	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1,250	2,499	\$3,314.86	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp2500	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	2,500	3,999	\$4,261.96	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp4000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	4,000	9,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp10000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	10,000	14,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp15000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	15,000	19,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp20000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	20,000	29,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp30000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	30,000	39,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp40000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	40,000	49,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp50000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	50,000	59,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp60000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	60,000	69,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp70000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	70,000	79,999	\$6,629.72	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp80000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	80,000	89,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp90000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	90,000	99,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp100000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	100,000	100,000+	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup1	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1	1,249	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup1250	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1,250	2,499	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup2500	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	2,500	3,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup4000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	4,000	9,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup10000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	10,000	14,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup15000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	15,000	19,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup20000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	20,000	29,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup30000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	30,000	39,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup40000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	40,000	49,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup50000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	50,000	59,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup60000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	60,000	69,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup70000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	70,000	79,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup80000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	80,000	89,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup90000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	90,000	99,999	\$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup100000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	100,000	100,000+	\$1.89	Standard commercial Warranty

SIN	Manufacturer	Product Name	Product Description	Price Offered to GSA (including IFF)
611420	ImageTrend, Inc.	Onsite Training Sessions	Onsite Training Sessions	\$947.10



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 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 Nexgen Asset Management for services to rewrite the application programming interface between Nexgen and Rock Solid software products.

Amount of Contract:

\$47,600.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240710 Nexgen Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 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 Nexgen Asset Management

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Nexgen Asset Management for services to rewrite the application programming interface between Nexgen and Rock Solid software products.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$47,600.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10600</u>	2024	(5000) INFORMATION TECHNOLOGY	SERVICES TO REWRITE THE APPLICATION PROGRAMMING INTERFACE BETWEEN NEXGEN AND ROCK SOLID SOFTWARE PRODUCTS FOR MIT (BID EXEMPT AS SOFTWARE)	\$47,600.00	<u>(297466)</u> <u>NEXGEN ASSET</u> <u>MANAGEMENT</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010600-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor NEXGEN ASSET MANAGEMENT 4010 LENNANE DR SACRAMENTO, CA 95834 Tel#916-779-7300 Fax 916-564-8030	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/24	1297466	06/18/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA SOFTWARE EXCEPTION. STATE OF ALABAMA CODE 41.16.51(A)(a)(8).

001	ONE TIME FEE- ROCK SOLID INTEGRATION	1.00 EACH	47600.00000	47600.00
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1	1000.10.23.5000.5000.5000.0000.0000.42200.			47600.00
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	47600.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42200.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010600-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved
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Vendor NEXGEN ASSET MANAGEMENT 4010 LENNANE DR SACRAMENTO, CA 95834 Tel#916-779-7300 Fax 916-564-8030	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/24	297466	06/18/24			INFORMATION TECHNOLOGY

Account	Amount	Remaining Budget
INFORMATION TECHNOLOGY EXP	47600.00	432762.50
PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	06/18/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	06/18/24	SCOTT KEARNEY	
Approved	06/18/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	07/10/24	DONALD ROSE	Approved by: 9105fola
Approved	07/10/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	07/10/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	07/10/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	07/10/24	JOHN PAINE	Auto approved by: 910516727
Approved	07/10/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____

Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 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 SHI International Corp for computer network switches, power supplies, warranty support, WLAN access points, and transceivers for MIT.

Amount of Contract:

\$88,081.96

Funding Source

General fund.

ATTACHMENTS:

1. 20240710 SHI Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 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 SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for computer network switches,
power supplies, warranty support, WLAN access points, and transceivers for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$88,081.96

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement

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>10505</u>	2024	(5000) INFORMATION TECHNOLOGY	COMPUTER NETWORK SWITCHES, POWER SUPPLIES, WARRANTY SUPPORT, WLAN ACCESS POINTS, AND TRANSCEIVERS FOR MIT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$88,081.96	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER THE SOURCEWELL CONTRACT #12923-SHI.

001	EMAIO PO TO: JACK_ZOFCIN@SHI HPE Aruba Networking CX 6200 Switch Series - Quad Core ARM Cortex A72 1.8 GHz - 48x ports 10/100/1000BASE-T Class 4 PoE Ports, supporting up to 30W per port 4x 1G/10G SFP ports (2x LRM 2x LRM/MACSec 256) Supports PoE Standards IEEE 802.3af, 802.3at 1x RJ Hewlett Packard Enterprise - Part#: R8Q70A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	4.00 EACH	5025.85000	20103.40
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			20103.40

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	HP X372 54VDC 680W 100-240VAC PS Hewlett Packard Enterprise - Part#: JL086A#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	5.00 EACH	424.11000	2120.55
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			2120.55
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	HPE Aruba Networking CX 6200 Switch Series - Quad Core ARM	1.00 EACH	4163.02000	4163.02

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	Cortex A72 1.8 GHz - 48x ports 10/100/1000BASE-T Class 4 PoE Ports, supporting up to 30W per port 4x 100M/1/10G SFP+ ports Supports PoE Standards IEEE 802. 3af, 802.3at 1x USB-C Console Port 1x RJ- Hewlett Packard Enterprise - Part#: JL727B#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI 2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			4163.02
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
004	Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72 1.8GHZ - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet	1.00 EACH	9508.89000	9508.89

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Buffer Memory - (24 1G/10G SFP+ ports, (4) 1/10/25/50G SFP ports - 1Gbps: 1.99Sec, 10Gbps: 1.49Sec, 25Gbps: 2.85Sec 50Gbps: 2.82Sec - 100-240 VAC - 85 W (maximum) Hewlett Packard Enterprise - Part#: JL658A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI			

1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			9508.89
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

005	Aruba X371 12VDC 250W 100-240VAC Power Supply United States English Hewlett Packard Enterprise - Part#: JL085A#ABA Contract	1.00 EACH	314.54000	314.54
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 5
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	1272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SH 2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			314.54
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
006	Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72 1.8GHZ - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - 24x ports SmartRate 100M/1G/2.5G/5G/10G BaseT Class 6 PoE ports - 1x USB-C Console Port 1x RJ Console Port 1x OOBM port 1x USB Type A Host port 1x Bluetooth dongle to be used 1 \$8,627.80 \$8,627.80 with CX Mobile App - 1Gbps: 4.24Sec, 10Gbps: 1.	1.00 EACH	8627.80000	8627.80

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 6
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	50Sec, 25Gbps: 2.91Sec, 50Gbps1: 3. 49Sec - JL670A PSU: 110V-120V/208V-240V JL086A PSU: 100V-240V JL087A PSU: 110V-240V Hewlett Packard Enterprise - Part#: R8S89A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI			
	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			8627.80

Ship To
 MIT
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 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
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 MOBILE, AL 36602

007	HP X372 54VDC 680W 100-240VAC PS Hewlett Packard Enterprise - Part#: JL086A#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract	3.00 EACH	701.51000	2104.53
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	1272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			2104.53
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
008	HPE Aruba Networking 1 Year Foundational Care Next Business Day Exchange 6300M 24SR PoE Service - Foundation Care - Hardware Exchange - 1 Year(s) - Next Business Day Hardware Response - Service level (coverage): 8 x 5 - In Warranty Hewlett Packard Enterprise - Part#: H63B2E Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	3.00 EACH	1049.49000	3148.47

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			3148.47
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
009	Aruba 2930F Switch Series - Dual Core ARM Cortex A9 1016 MHz - 1 GB DDR3 SDRAM - 4 GB eMMC - (12) RJ-45 autosensing 10/100/1000 PoE+ ports (2) SFP+ 1/10GbE ports (2) 1GbE ports PHY-less - 1,000 Mb latency: less 3.8 us 10Gbps latency: less 2.9 us - 90 - 264 VAC, rated - 170 w (maximum) - Limited Lifetime Warranty - U.S. - English localization Hewlett Packard Enterprise - Part#: JL693A#ABA Contract Name: Sourcewell- Technology Products &	3.00 EACH	705.71000	2117.13

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 9
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account Solutions Contract #:	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			2117.13
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
010	Aruba 510 Series Campus Access Points - 2.4 GHz5 GHz - Dual Radio - Wireless - WLAN Access Points - (1) HPE SmartRate RJ-45 port (maximum negotiated speed 2.5Gbps), (1) 10/100/1000BASE-T Ethernet - PoE/PoE+ or direct DC power (via optional power supply) - 19W - Limited lifetime warranty Hewlett Packard Enterprise - Part#: Q9H63A Contract Name: Sourcewell- Technology Products &	10.00 EACH	484.57000	4845.70

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 10
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	1272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account Solutions Contract #:	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			4845.70
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
011	HPE Aruba Networking Central AP Foundation 3 year Subscription E-STU - 3 Year(s) Hewlett Packard Enterprise - Part#: Q9Y59AAE Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	15.00 EACH	162.07000	2431.05
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			2431.05

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 11
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	1272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
012	AP-MNT-B AP mount bracket individual B Hewlett Packard Enterprise - Part#: R3J16A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	10.00 EACH	10.98000	109.80
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			109.80
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 12
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
013	Aruba 560 Series Outdoor Access Points - 2.4 GHZ5 GHZ - Dual Radio - Outdoor - Wireless - WLAN Access Points - (1) 10/100/1000BASE-T RJ-45 port, auto-sensing link speed and MDI/MDX - IEEE 802.3at PoE, or direct DC power (via optional power supply) - 15.6W - Limited lifetime warranty Hewlett Packard Enterprise - Part#: R4W44A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	5.00 EACH	572.93000	2864.65
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			2864.65

Ship To
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 Delivery Reference
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 13
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

014	AP-270-MNT-H2 AP-270 Series Access Flush Wall or Ceiling Mount Hewlett Packard Enterprise - Part#: JW055A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	5.00 EACH	23.80000	119.00
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1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			119.00
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015	Transceiver - 10Gbps - Gigabit	3.00	603.52000	1810.56
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 14
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	Ethernet - Wired - SFP+ - 300M Hewlett Packard Enterprise - Part#: J9150D Contract Name: Sourcewell- Technology Products & Solutions 3 \$603.52 \$1,810.56 Contract #: 121923-SHI 2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			1810.56
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
016	Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72 1.8GHz - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - 24x ports SmartRate 100M/1G/2.5G/5G/10G BaseT Class 6 PoE ports - 1x USB-C Console Port 1x RJ Console Port 1x OOBM port 1x USB Type A Host port	2.00 EACH	8627.80000	17255.60

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 15
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1x Bluetooth dongle to be used with CX Mobile App - 1Gbps: 4. 24Sec, 10Gbps: 1.50Sec, 25Gbps: 2. 91Sec, 50Gbps1: 3.49Sec - JL670A PSU: 110V-120V/208V-240V JL086A PSU: 100V-240V JL087A PSU: 110V-240V Hewlett Packard Enterprise - Part#: R8S89A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI 2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			17255.60
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
017	HPE Aruba Networking CX 6200 Switch Series - Quad Core ARM Cortex A72 1.8 GHz - 48x ports	1.00 EACH	5025.85000	5025.85

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 16
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	1272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
10/100/1000	BASE-T Class 4 PoE Ports, supporting up to 30W per port 4x 1G/10G SFP ports (2x LRM 2x LRM/MACSec 256) Supports PoE Standards IEEE 802.3af, 802.3at 1x RJ Hewlett Packard Enterprise - Part#: R8Q70A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI			

1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			5025.85
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018	Aruba 2930F Switch Series - Dual Core ARM Cortex A9 1016 MHZ - 1 GB DDR3 SDRAM - 4 GB eMMC - (12) RJ-45 autosensing 10/100/1000 PoE+	2.00 EACH	705.71000	1411.42
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 17
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	1272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	ports (2) SFP+ 1/10GbE ports (2) 1GbE ports PHY-less - 1,000 Mb latency: less 3.8 us 10Gbps latency: less 2.9 us - 90 - 264 VAC, rated - 170 w (maximum) - Limited Lifetime Warranty - U.S. - English localization Hewlett Packard Enterprise - Part#: JL693A#ABA Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI			
	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			1411.42

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Requisition Total

88081.96

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010505-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/24	272641	06/14/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	E C0620 .OPERSUPPLS.		88081.96	105670.55
***** General Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	2000.80.00.0000.0000.0000.0000.44020.		88081.96	
	CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES			
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	06/14/24	GREG HOLLIDAY	Auto approved by: 91057606	
Approved	06/14/24	SCOTT KEARNEY		
Approved	06/14/24	UDARA JAYASENA	Auto approved by: 91057606	
Approved	06/14/24	GREG HOLLIDAY	Auto approved by: 91057606	
Approved	06/14/24	SCOTT KEARNEY		
Approved	06/14/24	UDARA JAYASENA	Auto approved by: 91057606	
Approved	06/14/24	BRENDA RHODES		
Approved	06/14/24	TIFFANY HOLLINS	Auto approved by: 910511034	
Approved	06/14/24	RELYA MALLORY	Auto approved by: 910511034	
Approved	06/25/24	DONALD ROSE	Approved by: 9105fo1a	
Approved	06/25/24	SANDRA LEWIS	Auto approved by: 910516727	
Approved	06/25/24	STEVEN KRONINGER	Auto approved by: 910516727	
Approved	06/25/24	SAMANTHA COOLEY	Auto approved by: 910516727	
Approved	06/25/24	JOHN PAINE	Auto approved by: 910516727	
Approved	06/25/24	MICHAEL SPAFFORD	Auto approved by: 910516727	

Authorized By: _____ Date: _____

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Bill To	Requisition 00010505-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 19
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Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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06/14/24	272641
06/14/24	
	INFORMATION TECHNOLOGY
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LN Description / Account	Signature	Qty	Unit Price	Net Price
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SHI International

Technology catalog solutions

#081419-SHI

Maturity Date: 10/30/2024

Website: shi.com/sourcewell 

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- Esports & library furniture
- STEM & STEAM Technology
- Data center
- Networking
- Storage
- Security
- Print solutions

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SHI Proposed Pricing - Sourcewell RFP # 081419 Technology Catalog Solutions

Product Groups	SHI Discount off Advertised List Price
Desktops	4.50%
Notebooks	4.50%
Tablets	4.50%
Servers	4.50%
Group 2 Input Devices	4.50%
Group 3 Output Devices	4.50%
Group 4 Memory	4.50%
Group 5 -Storage Devices	4.50%
Group 6 Network Equipment	4.50%
Group 7 Software	4.50%
Group 8 - Media Supplies	4.50%
Group 9 - Collaboration & IP Telephony	4.50%
Group 10 - Other	4.50%

Services Rates*	T&M Rate/Hour
Project Manager	\$125
Sr. Project Manager	\$175
Consultant - End User Solutions Group	\$175
Consultant - Security Solutions Group	\$225
Solutions Architect - End User Solutions	\$200
Solutions Architect - Data Center Solutions	\$225
Sr. Solution Architect - Security Solution Group	\$275
Sr. Solution Architect - Data Center Solutions	\$250
Cloud Developer	\$100
Senior Cloud Developer	\$240
Cloud Solutions Architect	\$250

* pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 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 University of South Alabama for summer semester paramedic classes for 12 firefighters as per MFRD Paramedic Educational Assistance Policy.

Amount of Contract:

\$59,431.00

Funding Source

General fund

ATTACHMENTS:

1. 20240708 USA Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 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 University of South Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to University of South Alabama for summer semester
paramedic classes for 12 firefighters as per MFRD Paramedic Educational Assistance Policy.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$59,431.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10570</u>	2024	(1510) FIRE ADMINISTRATION	SUMMER SEMESTER PARAMEDIC CLASSES FOR 12 FIREFIGHTERS AS PER MFRD PARAMEDIC EDUCATIONAL ASSISTANCE POLICY (PROFESSIONAL SERVICE)	\$59,431.00	(<u>281269</u>) <u>UNIVERSITY OF SOUTH ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
07/03/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER MFRD PARAMEDIC EDUCATION ASSISTANCE POLICY AND UNIVERSITY OF SOUTH ALABAMA J00200029 INVOICE 202430-15 FOR TRAINING FOR VARIOUS EMPLOYEES FOR EMS TRAINING TRAINING CLASS	1.00 EACH	5073.00000	5073.00
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Additional Description Notes

TRAINING CLASS JASON BARK ID J00465818 ON CONTRACT J00200029; EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES
 Per Invoice 202430-15

REGISTRATION FIRST SEMESTER (P1) TUITION 4693.00
 REG FEES 380.00

Vendor Item
 Inventory Item/Loc 12252

1	1000.30.15.1510.1522.1510.0000.0000.45060.	5073.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
07/03/24	281269				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			
002 TRAINING CLASS	1.00 EACH	5073.00000	5073.00
Additional Description Notes ----- TRAINING CLASS TRISTA BLACK ID J00701339 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH – July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION FIRST SEMESTER (P1) TUITION 4,693.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5073.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
07/03/24	281269				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			
003 TRAINING CLASS	1.00 EACH	5215.00000	5215.00
Additional Description Notes ----- TRAINING CLASS AMBER DEAN ID J00696708 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5215.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
07/03/24	281269				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			
004 TRAINING CLASS	1.00 EACH	5215.00000	5215.00
Additional Description Notes ----- TRAINING CLASS SCOTT DEFRATE ID J00745015 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5215.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				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			
005 TRAINING CLASS	1.00 EACH	5215.00000	5215.00
Additional Description Notes ----- TRAINING CLASS RICHARD ELLIOTT ID J00390368 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5215.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG
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Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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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
MOBILE, AL 36607

006 TRAINING CLASS	1.00 EACH	5215.00000	5215.00
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Additional Description Notes

 TRAINING CLASS BARRY FLEMING ID J00599520 ON CONTRACT J00200029; EMT
 Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION
 TUITION & FEES
 Per Invoice 202430-15

REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00
 REGISTRATION 380.00
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5215.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 7
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
07/03/24	281269				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			
007 TRAINING CLASS	1.00 EACH	5215.00000	5215.00
Additional Description Notes ----- TRAINING CLASS KELAN JAMES ID J00478088 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5215.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 8
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				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			
008 TRAINING CLASS	1.00 EACH	5215.00000	5215.00
Additional Description Notes ----- TRAINING CLASS NICHOLAS LUGRAIN ID J00620394 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5215.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 9
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	281269				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			
009 TRAINING CLASS	1.00 EACH	5073.00000	5073.00
Additional Description Notes ----- TRAINING CLASS DENNIS MECSKO ID J00668396 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION FIRST SEMESTER (P1) 4,693.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5073.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 10
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
07/03/24	281269				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			
010 TRAINING CLASS	1.00 EACH	5073.00000	5073.00
Additional Description Notes ----- TRAINING CLASS KYLE SEBER ID J00303987 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION FIRST SEMESTER (P1) 4,693.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5073.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 11
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
07/03/24	281269				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			
011 TRAINING CLASS	1.00 EACH	5215.00000	5215.00
Additional Description Notes			
TRAINING CLASS LUCAS THORNTON ID J00479269 ON CONTRACT J00200029; EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION SECOND SEMESTER (P2) 4,835.00 REGISTRATION 380.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5215.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 12
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
07/03/24	281269				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			
012 TRAINING CLASS	1.00 EACH	2634.00000	2634.00
Additional Description Notes ----- TRAINING CLASS DAN YOUNG ID J00651470 ON CONTRACT J00200029;EMT Certification for Summer Semester, May 29TH - July 26TH; REGISTRATION TUITION & FEES Per Invoice 202430-15 REGISTRATION TUITION AEMT Prereqs 2334.00 REGISTRATION 300.00 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			2634.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010570-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released	Page 13
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
07/03/24	281269				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 59431.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45060.	59431.00	2188698.01
FIRE SUPPRESSION DIV EXP TRAINING		

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

Activity	Date	Clerk	Comment
Rejected	06/18/24	SANDRA LEWIS	no contract attached
Rejected	07/01/24	SANDRA LEWIS	EACH PERSON INFO WITH CHARGES
Rejected	07/03/24	SANDRA LEWIS	document what classes is being
Queued	07/08/24	DONALD ROSE	document what classes is being
Queued	07/08/24	SANDRA LEWIS	document what classes is being
Queued	07/08/24	STEVEN KRONINGER	document what classes is being
Queued	07/08/24	SAMANTHA COOLEY	document what classes is being

Mobile Fire-Rescue Department Paramedic Education Assistance Policy

1. Purpose This policy outlines the procedures and requirements for Mobile Fire-Rescue Department (MFRD) firefighters to receive financial assistance for attending paramedic courses at the University of South Alabama (USA) or Coastal Community College (CCC) to obtain their paramedic license. With a local, as well as national shortage of Paramedics, this program will ensure Mobile Fire Rescue Department maintains it's ability to provide the citizens of Mobile with qualified personnel who have the training to administer Advanced Life Support measures in the pre-hospital setting.

2. Enrollment and Approval Process

a. Sign-Up Process

1. Firefighters must first express interest in taking paramedic courses by signing up through the designated MFRD internal system.

b. Approval Requirements

1. The firefighter must be approved by the following entities:
 - The chosen educational institution (USA or CCC)
 1. Firefighters intending to enroll must meet with the EMS Coordinator prior to course registration to discuss program requirements and expectations.
 - The EMS Division of MFRD
 1. EMS Division will maintain a current list of Firefighters in the program as well as progress and anticipated completion dates.
 2. Enter all AL required for approved class and clinical dates.
 - MFRD Fire Administration

c. Contract Agreement

1. Approved firefighters are required to sign a contract committing to repay the City of Mobile for course expenses if they leave the department after completing the paramedic program.
2. Per Code of Alabama 1975 Section 22-18-8 the department will pursue reimbursement from the employees new employer if within 24 months of training that employee leaves the department.

Reimbursement by new employer for training expenses.

In those instances in which EMSP of any municipality, county, fire district, or the state are employed by the State of Alabama, any county, fire district, or another municipality, within 24 months after completing the training requirements mandated by this chapter, or by rules adopted by the board, the total expense of the training, including, but not limited to, salary paid during training, transportation costs paid to the trainee for travel to and from the training facility, room, board, tuition, and any other related training expenses,

shall be reimbursed to the municipality, county, fire district, or the state which paid for the training. The municipality, county, fire district, or the state which paid for the training shall submit an itemized sworn statement to the new employer of the EMSP, shall demand payment thereof, and may enforce collection of the obligation through civil remedies and procedures. The EMSP shall have the same meaning as in Section 22-18-1. (Acts 1996, No. 96-626, p. 997, §2; Act 2002-424, p. 1090, §1; Act 2010-584, p. 1304, §1.)

3. Firefighters will be required to sign FERPA agreements allowing authorized MFRD personnel to communicate with Education Staff regarding grades, attendance, and overall progress in coursework.

3. Financial Assistance Procedures

a. Authorization Letter

1. Prior to the start of classes, the Chief of Staff will send a letter to the registrar's office of the chosen college to confirm which personnel are approved for financial assistance for fees and tuition.

b. Invoicing and Payment

1. After the drop date, the colleges will send invoices to MFRD for the approved personnel.
2. The department will verify the invoice names against the list of approved personnel.
3. Once verified, the invoice will be submitted for a requisition to the City Purchasing Department for a Purchase Order (PO).

4. Course Curriculum and Costs

a. Curriculum Standards

1. The paramedic program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.
2. Pre-requisites include:
 - Current National Registry of Emergency Medical Technicians (NREMT) certification
 - State of Alabama EMT license
 - Course completion certificate from a state-approved Advanced Emergency Medical Technician (AEMT) course
 - If holding NREMT AEMT certification, an Alabama AEMT license is required.

b. Course Details and Costs at USA

Advanced EMT

- **Courses:** EMS 140, EMS 141, EMS 143, EMS 210, EMS 200
- **Total Credit Hours:** 15
- **Tuition:** \$5835.00
- **Fees:** \$466.00
- **Textbook:** \$792.39
- **Total Cost:** \$7093.39

First Semester (P1)

- Courses: EMS 212, EMS 214, EMS 216, EMS 217
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Textbook: \$650.95 - \$867.95
- Total Cost: \$5,699.95 - \$5,916.95

Second Semester (P2)

- Courses: EMS 240, EMS 242, EMS 244, EMS 245, EMS 247
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Manuals: \$130.00 (ACLS and PALS)
- Total Cost: \$5,179.00

Third Semester (P3)

- Courses: EMS 295, EMS 297
- Total Credit Hours: 7
- Tuition: \$2,723.00
- Fees: \$281.00
- Assessment Package: \$120.75
- Total Cost: \$3,124.75

Total Program Cost: \$14,003.70 – \$14,220.70 \$21,097.09-\$21,314.09

Note: Costs do not include clinical uniforms or other miscellaneous fees. Clinical uniform requirements vary based on clinical site and may include navy blue scrubs or USA EMS Student polo with navy blue EMS pants, black shoes/boots, and a black belt. A stethoscope is also required.

c. Course Details and Costs at CCC

Advanced EMT

- **Courses:** AEMT, AEMT Clinical
- **Total Credit Hours:** 9
- **Tuition:** \$1494.00
- **Fees:** \$154.00
- **Textbook:** \$200.00
- **Total Cost:** \$1848.00

First Semester

- Courses: Paramedic Cardiology, Paramedic Operations, Paramedic Pharmacology, Paramedic Clinical I
- Total Credit Hours: 8
- Tuition: \$1328.00
- Fees: \$95.50
- Textbook: \$325.00
- Total Cost: \$1962.50

Second Semester

- Courses: Paramedic Medical Emergencies, Paramedic Trauma Management, Paramedic Special Populations, Paramedic Clinical II
- Total Credit Hours: 11
- Tuition: \$1826.00
- Fees: N/A
- Textbook: N/A
- Total Cost: \$1826.00

Third Semester

- Courses: Paramedic Transition to Workforce, Advanced Competencies for Paramedics, Paramedic Field Preceptorship, Paramedic Team Leadership
- Total Credit Hours: 10
- Tuition: \$1660.00
- Fees: N/A
- Textbook: N/A
- Total Cost: \$1660.00

Total Program Cost: \$7296.50

5. Additional Responsibilities

a. Health and Immunizations

1. Students must show proof of health insurance or sign a waiver.
2. Proof of required immunizations must be provided. MFRD Health and Safety Officer will assist in coordinating immunizations if needed by Firefighters.

b. Travel and Equipment

1. Students are responsible for travel expenses to and from clinical and field internship sites.
2. Purchase of required clinical equipment will be MFRD's responsibility.

c. Certification Maintenance

1. Students must maintain current Healthcare Provider (CPR) certification and Advanced EMT licensure throughout the program.

6. Compliance and Enforcement

All firefighters participating in this program are expected to adhere strictly to the outlined procedures and requirements. Non-compliance may result in financial reimbursement to the City and other disciplinary actions as deemed necessary by MFRD administration.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Cody Scott

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Transfer funds from General Fund (Fund 1000) budget of Mayor Discretionary: Contributed Contract Services (10040580.42080) to Capital Improvements (Fund 2000) Project C0911 CIP Old Shell Road Overpass; 25,000.00 (sponsored by Mayor Stimpson) (submitted by Cody Scott, Accounting Dept.).

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Transfer of Funds - C0911 Old Shell Rd. Overpass

REVIEWERS:

Tiffany Levy
Richard Moore
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$25,000.00 be transferred from the General Fund (Fund 1000) budget of Mayor Discretionary: Contributed Contract Services (10040580.42080) to Capital Improvements (Fund 2000) Project C0911 CIP Old Shell Road Overpass. These funds will be used to help fund the Old Shell Road Overpass.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Barry Glisson, Chief Of Staff - Fire

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

3 yr contract for managed print services for MFRD for 47 printers: 24 printers@\$31.25/mox36mo) + 23 printers@\$33.74/mox36mo) + \$0.019/page black & white printing (est 16,231 pgs/mo x 36 mo) +\$0.11999/page color printing (est. 4,367 pgs/mo x 36mo)=approx \$84,902.60.

Amount of Contract:

NTE \$30,000.00 per year for 3 years.

Funding Source

General Fund.

ATTACHMENTS:

1. 2024 AGENDA Package- Canon MFRD PRINT SERVICES

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 9 or 16 July 2024
Date

Item No. _____

Submitted by: MFRD
Department

Chief of Staff Barry Glisson
Department Head

Sponsored by: WILLIAM S. STIMPSON
Name

MAYOR
Title

Reviewed by: Rob Lasky
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Print Services contract with Canon Solutions of America for MFRD

PURPOSE & SCOPE OF PROJECT:

3 yr contract for managed print services for MFRD for 47 printers: 24 printers@\$31.25/mox36mo) + 23 printers@\$33.74/mox36mo) + \$0.019/page black & white printing (est 16,231 pgs/mo x 36 mo) + \$0.11999/page color printing (est. 4,367 pgs/mo x 36mo)=approx \$84,902.60.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: Approx total \$84,902.60 for 3 years

FUNDING SOURCE:

Budget Item: 1004.1510.42145

Discretionary Funds: N/A

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: N/A

Matching funds: N/A

Associated Costs:

Current year (itemize)

Type: N/A

Amount: N/A

Future years

Year: N/A

Amount: N/A

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: 1 July 2024 (succeeds prev contract)

Renewal date of contract (if applicable): n/a

If not bid, state reason: NATIONAL IPA Cooperative Purchasing Agreement, not on state contract.

How many bidders received bid packages (if applicable): N/A

How many bidders submitted bids (if applicable): N/A

If this is not the lowest bid, explain why not:

Note that retroactive date corrects contract audit that found expired contract was being used and billed against, at incorrect higher rates. This resets contract start and lower rates to 1 Jan 23.

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, a contract, by and between the City of Mobile and Canon Solutions America, Inc., for print support services and supplies for Mobile Fire Rescue Department as needed in an approximate amount of \$30,000.00 per year, retroactively beginning July 1, 2024, for three years, at unit pricing 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

Order#: _____

Order Form

Canon Financial Services

Remit Address: 14904 Collections Center Dr, Chicago, IL 60693

OMNIA PRICING AGREEMENT

**BILL TO:**

City of Mobile

P.O. Box 389

Mobile, AL 36633

Phone: (251) 208-7434

Contact: Anne Foley

Date: 1/1/2024

SHIP TO:

City of Mobile

Mobile Fire Rescue Department

Various Locations

See Attached Schedule A

Phone: (251) 208-7818

Contact: Howard Popple

Beginning Meter Read: _____

TERM: 36 month FMV lease agreement under the provisions of OMNIA Contract 2020002755.

RATE: Monthly Copies Excess Charge
Per
Base Charge: \$ 1,526.00 Included 0 Copy B-\$.019/ C-\$.011999
Includes base copies
3 Yr Equip Total: \$ 54,936.00 ☐ Individual ☒ Fleet

MFG	MODEL	SERIAL #	LOCATION	ACCESSORIES
			See Attached Schedule A	

Bill To:
City of Mobile
PO Box 389
Mobile, AL 36633

TERMS & CONDITIONS

This transaction shall be governed in all respects by the terms and conditions of UC OMNIA contract #2020002755, effective 12/16/2020, between CSA and UC OMNIA and any terms and conditions which conflict with or vary from the contract terms shall be deemed null and void.

Canon Solutions America, Inc (CSA) 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.

CSA agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an 'unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

CSA 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.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

LESSEE: _____ TITLE: Mayor, City of Mobile DATE: _____
William S. Stimpson

LESSOR: _____ TITLE: Supervisor DATE: 6/17/24

Joseph Violetti



City of Mobile Fire Department NIPA/ Omnia Partners Pricing CFS PO 6/1/24

Installation	Quantity	Equipment Address	Dept / Bldg #	Floor	Department	Location Contact name, Phone & Email	New Model	Accessories	Serial number	Item Codes	Decline Maintenance	Start meter		Covered images		Per image charge in		Unit \$	Monthly Base Charge	Meter method
												Black & white	Color	Black & white	Color	Black & white	Color			
2	1	1000 S HOUSTON ST MOBILE, AL 36606	STATION 9				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
7	1	1004 BROAD ST MOBILE, AL 36603	STATION 2				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
22	1	1275 AEROSPACE BLVD MOBILE, AL 36615					ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
4	1	1275 AZALEA RD MOBILE, AL 36603	STATION 19				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
8	1	1951 MARYVALE ST MOBILE, AL 36605	STATION 16				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
5	1	200 DAVENPORT AVE MOBILE, AL 36607	STATION 12				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
26	1	200 DAVENPORT AVE MOBILE, AL 36607	STATION 12		CHIEF		ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
9	1	2062 DR. MARTIN LUTHER KING JR AVE MOBILE,AL 36617	STATION 14				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
3	1	2525 HILLCREST RD MOBILE, AL36695	STATION 6				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
1	1	2711 AIRPORT BLVD MOBILE, AL 36606	STATION 23				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
15	1	2851 OLD SHELL RD MOBILE, AL 36607	FIRE SUPPLY				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
29	1	2851 OLD SHELL RD MOBILE, AL 36607	FIRE SUPPLY		PURCHASING		ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
30	1	2851 OLD SHELL RD MOBILE, AL 36607	FIRE SUPPLY		CHIEF GLISSON		ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
31	1	2851 OLD SHELL RD MOBILE, AL 36607	FIRE SUPPLY				ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
32	1	2851 OLD SHELL RD MOBILE, AL 36607	FIRE SUPPLY		CHIEF MORRIS		ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
33	1	2851 OLD SHELL RD MOBILE, AL 36607	FIRE SUPPLY				ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
10	1	3471 DAUPHIN ISLAND PKWY MOBILE, AL 36605	STATION 20				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
24	1	455 ST LOUIS ST MOBILE, AL 36602	FIRE SUPPLY/ SPARE				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
11	1	4710 AIRPORT BLVD MOBILE, AL 36608	STATION 22				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
35	1	4851 MUSEUM DRIVE MOBILE, AL 36608	EMS		BILLING		ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
36	1	4851 MUSEUM DRIVE MOBILE, AL 36608	CRR				ICXMF1333C	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
12	1	512 STIMRAD RD MOBILE, AL 36610	STATION 21				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
17	1	5525 COMMERCE BLVD E MOBILE, AL 36619	STATION 7		HAZMAT 15		ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
18	1	5525 COMMERCE BLVD E MOBILE, AL 36619	STATION 7				ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
37	1	5525 COMMERCE BLVD E MOBILE, AL 36619	STATION 7		CHIEF		ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote



Installation	Quantity	Equipment Address	Dept / Bldg #	Floor	Department	Location Contact name, Phone & Email	New Model	Accessories	Serial number	Item Codes	Decline Maintenance	Black & white	Color	Black & white	Color	Black & white	Color	Unit \$	Monthly Base Charge	Meter method
6	1	57 S LAYFETE ST MOBILE, AL 36604	STATION 8			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
27	1	57 S LAYFETE ST MOBILE, AL 36604	STATION 8		CHIEF	Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
21	1	6801 OVERLOOK RD MOBILE, AL 36618	STATION 1			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
14	1	700 MUSEUM DR MOBILE, AL 36608	STATION 18			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
28	1	700 MUSEUM DR MOBILE, AL 36608	STATION 18		ODI	Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
19	1	701 ST FRANCIS ST MOBILE, AL 36602	SUSIE			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
23	1	701 ST FRANCIS ST MOBILE, AL 36602	ALARM ROOM/ STATION 3			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
25	1	701 ST FRANCIS ST MOBILE, AL 36602	CENTRAL FIRE		CHIEF JAMES	Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
38	1	701 ST FRANCIS ST MOBILE, AL 36602	CHIEF FRANK			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
39	1	701 ST FRANCIS ST MOBILE, AL 36602	CHIEF RANDOLPH			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
40	1	701 ST FRANCIS ST MOBILE, AL 36602	CENTRAL			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
41	1	701 ST FRANCIS ST MOBILE, AL 36602	CHIEF BROWNE			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
42	1	701 ST FRANCIS ST MOBILE, AL 36602	STATION 3			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
43	1	701 ST FRANCIS ST MOBILE, AL 36602	MS KIMBERLY			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
44	1	701 ST FRANCIS ST MOBILE, AL 36602	CAPTAIN HINES			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
45	1	701 ST FRANCIS ST MOBILE, AL 36602	FLEET/ FACILITY			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
13	1	7050 OLD MILITARY RD THEODORE, AL 36582	STATION 28			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
20	1	7340 ZEIGLER BLVD MOBILE, AL 36608	COMMS			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
47	1	7340 ZIEGLER BLVD MOBILE, AL 36608	COMMS			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,213.92	\$33.72	IWR Remote
16	1	8080 AIRPORT BLVD MOBILE, AL 36608	STATION 26			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190		\$1,125.00	\$31.25	IWR Remote
34	1	8080 AIRPORT BLVD MOBILE, AL 36608	STATION 26		STATION 26 CHIEF	Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
46	1	860 OWENS STREET MOBILE, AL 46604	MS. KATYLENE			Howard Popple (251) 208-7818 poppleh@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0190	\$0.011999	\$1,214.64	\$33.74	IWR Remote
							FINAL TOTALS											\$54,936.00	\$1,526.00	

Print Name:
Signature:

Configuration Acknowledgement
Title:
Date:



Canon

Multifunction Devices and Managed Print Services

Canon Solutions America, Inc., a Canon U.S.A. Company, provides industry-leading enterprise, production print and large format solutions supported by exceptional professional and technical services. With the combined technology offerings of Canon Business Solutions and Océ North America, the new Canon Solutions America helps companies of all sizes improve efficiency, be environmentally conscious and control costs through high volume, continuous feed, digital and traditional printing and document management solutions. Canon Solutions America serves education, government entities and nonprofit organizations through their partnership with OMNIA Partners.

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- **Print Goods and Services**
University of California, CA | 2020002755

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Canon Solutions America Contract Documentation

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Print Goods and Services

University of California, CA
Contract Number: 2020002755

December 16, 2020 to December 15, 2025

Option to renew for five (5) additional one-year periods through December 15, 2030.

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Letter
- Multi-Award Justification

Response Evaluation

- Supplier Response to RFP

Solicitation Process

- Original RFP Document
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- Opening Documents

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PREVIOUS PRINT CONTRACT THAT
THIS PRINT CONTRACT IS REPLACING

(PAGE 2)

Bill To:
 City of Mobile
 PO Box 389
 Mobile, AL 36633

TERMS & CONDITIONS

All terms and conditions apply in accordance with the National IPA, REGION 4 EDUCATION SERVICE CENTER (ESC) Contract #R171401 for Managed Print Solutions with Canon Solutions America, Inc. dated March 1, 2018.

Canon Solutions America, Inc (CSA) 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.

CSA agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

CSA 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.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

LESSEE:


 William S. Stimpson

TITLE:

Mayor, City of Mobile

DATE:

10/17/23

ATTEST: 
 City Clerk

CSA:

DocuSigned by:

 08F21B177E9D467

TITLE: SVP, Finance, Accounting & GA

DATE: 09/22/2023 | 5:32 AM PDT

Attachments:

- ☒ Schedule A
- ☐ Schedule B
- ☐ Schedule A-MICR





CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components
Customer Name: City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:

48

January 1, 2023

Order Date:

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
1	2BP04221	Canon	Color imageCLASS MF429DW	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2525 Hillcrest Road			Mobile		AL	36695	CSA
2	2TAD0028	Canon	Color imageCLASS MF449DW	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		ODI Room		700 Museum Drive Station 18			Mobile		AL	36608	CSA
3	3DGZ4581	Canon	Color imageCLASS XMF1127C	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Station 1		6801 Overlook Road			Mobile		AL	36618	CSA
4	3DGZ4939	Canon	Color imageCLASS XMF1127C	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Communications		7340 Ziegler Blvd			Mobile		AL	36608	CSA
5	3DGZ7753	Canon	Color imageCLASS XMF1127C	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Fire Chief		701 St Francis Street			Mobile		AL	36602	CSA
6	3DGZ9300	Canon	Color imageCLASS XMF1127C	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Seelhorst Station		5525 Commerce Blvd			Mobile		AL	36619	CSA
7	WTL18667	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief of Operations		701 St Francis Street			Mobile		AL	36602	CSA
8	WTL18668	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief of Staff		701 St Francis Street			Mobile		AL	36602	CSA
9	WTL18669	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		2nd Floor Hallway		701 St Francis Street			Mobile		AL	36602	CSA
10	WTL18670	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	STATE	ZIP CODE	SERVICING DEALER
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components
City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:

49

Customer Name:

City of Mobile Fire Rescue Department

Order Date:

July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org			Youth Fire Prevention	4851 Museum Drive			Mobile	AL	36608 CSA
11	WTL18672	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS			RM/STE/FLR/DEPT	ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org			EMS	701 St Francis Street			Mobile	AL	36602 CSA
12	WTL18674	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS			RM/STE/FLR/DEPT	ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org			2nd Floor Hallway	701 St Francis Street			Mobile	AL	36602 CSA
13	WTL18675	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS			RM/STE/FLR/DEPT	ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org			Purchasing	2851 Old Shell Road			Mobile	AL	36607 CSA
14	WTL18677	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS			RM/STE/FLR/DEPT	ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org			Office Manager	701 St Francis Street			Mobile	AL	36602 CSA
15	WTL18702	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS			RM/STE/FLR/DEPT	ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org			Chief Cooper	2851 Old Shell Road			Mobile	AL	36602 CSA
16	WTL18704	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS			RM/STE/FLR/DEPT	ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org			3rd Floor Payroll	701 St Francis Street			Mobile	AL	36602 CSA
17	WTL18705	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS			RM/STE/FLR/DEPT	ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org			Upstairs Chief	2851 Old Shell Road			Mobile	AL	36607 CSA
18	WTL18706	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS			RM/STE/FLR/DEPT	ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org			EMS Billing/ Fire Investigators	4851 Museum Drive			Mobile	AL	36608 CSA
19	WTL18712	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS			RM/STE/FLR/DEPT	ADDRESS			CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org			911 Communications Dispatchers	7340 Ziegler Blvd			Mobile	AL	36608 CSA



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components
Customer Name: City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:

48

July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER
20	WTL18715	Canon	Color ImageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT	ADDRESS				CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		2nd Floor Fleet Facilities	701 St Francis Street				Mobile	AL	36602
												SERVICING DEALER
												CSA
21	WTL18716	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT	ADDRESS				CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		1st Floor Main Area	701 St Francis Street				Mobile	AL	36602
												SERVICING DEALER
												CSA
22	WTL18856	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT	ADDRESS				CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		2nd Floor Main Area	2851 Old Shell Road				Mobile	AL	36607
												SERVICING DEALER
												CSA
23	WTL18857	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT	ADDRESS				CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief	57 S Lafayette Street				Mobile	AL	36604
												SERVICING DEALER
												CSA
24	WTL18859	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT	ADDRESS				CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief Kirk	2851 Old Shell Road				Mobile	AL	36607
												SERVICING DEALER
												CSA
25	WTL18862	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT	ADDRESS				CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief	200 Davenport Avenue				Mobile	AL	36607
												SERVICING DEALER
												CSA
26	WTL18863	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT	ADDRESS				CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Training Chief	850 Owens Street				Mobile	AL	36602
												SERVICING DEALER
												CSA
27	WTL18866	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT	ADDRESS				CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief	5525 Commerce Blvd				Mobile	AL	36619
												SERVICING DEALER
												CSA
28	WTL18869	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT	ADDRESS				CITY	STATE	ZIP CODE
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief	7340 Ziegler Blvd				Mobile	AL	36608
												SERVICING DEALER
												CSA
29	WTL18896	Canon	Color imageCLASS MF735 cdw	1	1	-	\$0.00	-	-	0.0191	0.1166	0



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components
 er Name: City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:**Order Date:**

49

July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief - 2nd Floor		8080 Airport Boulevard			Mobile	AL	36608	CSA	
30	2BP04033	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		4710 Airport Blvd			Mobile	AL	36608	CSA	
31	2BP04049	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		8080 Airport Boulevard			Mobile	AL	36608	CSA	
32	2BP04050	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		200 Davenport Avenue			Mobile	AL	36607	CSA	
33	2BP04063	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2851 Old Shell Road			Mobile	AL	36607	CSA	
34	2BP04067	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		57 S Lafayette Street			Mobile	AL	36604	CSA	
35	2BP04208	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		8839 Flay Pierce Road			Mobile	AL	36608	CSA	
36	2BP04210	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2711 Airport Boulevard			Mobile	AL	36606	CSA	
37	2BP04212	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1000 S Houston Street			Mobile	AL	36606	CSA	
38	2BP04213	Canon	imageClass MF429 dw	1	1	-	\$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER	



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components
Customer Name: City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:

48

Customer Name:

Order Date:

July 24, 2023

#	SERIAL NUMBER	NAME	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER	
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2062 Dr Martin Luther King Jr Ave			Mobile	AL	36617	CSA
39	2BP04214	Canon	ImageClass MF429 dw	1		1	\$0.00			0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		512 Stlmrad Road			Mobile	AL	36610	CSA
40	2BP04218	Canon	ImageClass MF429 dw	1		1	\$0.00			0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2520 Aerospace Blvd			Mobile	AL	36615	CSA
41	2BP04219	Canon	ImageClass MF429 dw	1		1	\$0.00			0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1275 Azalea Road			Mobile	AL	36683	CSA
42	2BP04220	Canon	ImageClass MF429 dw	1		1	\$0.00			0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1004 S Broad Street			Mobile	AL	36603	CSA
43	2BP04222	Canon	ImageClass MF429 dw	1		1	\$0.00			0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1951 S Maryvale Street			Mobile	AL	36605	CSA
44	2BP04224	Canon	ImageClass MF429 dw	1		1	\$0.00			0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		7050 Old Military Road			Mobile	AL	36582	CSA
45	2BP04225	Canon	ImageClass MF429 dw	1		1	\$0.00			0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		5525 Commerce Blvd			Mobile	AL	36619	CSA
46	2BP04226	Canon	ImageClass MF429 dw	1		1	\$0.00			0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		6801 Overlook Road			Mobile	AL	36618	CSA
47	2BP04227	Canon	ImageClass MF429 dw	1		1	\$0.00			0.0191	0.1166	0	
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY	STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		700 Museum Drive			Mobile	AL	36608	CSA



CANON SOLUTIONS AMERICA

MPS Schedule A - Initial Listing of Covered Components

Customer Name:

City of Mobile Fire Rescue Department

Total # of Printers on Schedule A:

५०

Order Date:

July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER
48	2BP04229	Canon	imageClass MF429 dw	1		1	\$0.00			0.0191	0.1166	0
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS	RM/STE/FLR/DEPT	ADDRESS	CITY	STATE	ZIP CODE	SERVICING DEALER			
	Howard Popple	251-208-7818	poppleh@cityofmobile.org	Main Office	3471 Dauphin Island Parkway	Mobile	AL	36605	CSA			

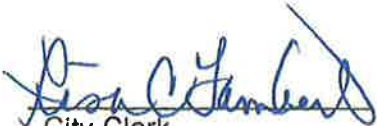
RESOLUTION

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, a contract, by and between the City of Mobile and Canon Solutions America, Inc., for print support services and supplies for Mobile Fire Rescue Department in an approximate amount of \$30,000.00 per year, retroactively beginning January 1, 2023, for three years, at unit pricing 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: OCT 10 2023


City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5008

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Mobile Museum of Art - Exterior Repairs

CAPITAL PROJECT #: C0903 (20002000-48010)

CONTRACT AMOUNT: \$214,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-007-24

PROJECT DESCRIPTION: Soft wash exterior, repair damaged concrete, prime/paint all painted surfaces, apply waterproof sealant to brick

VENDOR NAME: Del-Con, LLC

VENDOR NUMBER: 299188

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM) _____

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor Stimpson

Gina Gregory, Councilmember

Purpose and Scope of Project:

Repair damaged concrete, soft wash exterior, prime/paint all painted surfaces, apply waterproof sealant to brick

Amount of Contract:

\$214,000.00

Funding Source

C0903 MUSEUM OF ART EXTERIOR REPAIRS (20002000-48010)

ATTACHMENTS:

1. MU-007-24_routing package

REVIEWERS:

Emma Dean

Cassie Boatwright

Brenda Rhodes

Chris Kern

James Barber

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

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

Name of Company: Del-Con, LLC

Project Name: Mobile Museum of Art - Exterior Repairs

Project Number: MU-007-24

Amount: \$214,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile Museum of Art - Exterior Repairs

CAPITAL PROJECT #: C0903 (20002000-48010)

CONTRACT AMOUNT: \$214,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-007-24

PROJECT DESCRIPTION: Soft wash exterior, repair damaged concrete, prime/paint all painted surfaces, apply waterproof sealant to brick

VENDOR NAME: Del-Con, LLC

VENDOR NUMBER: 299188

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/02/2024



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)

Del-Con, LLC.
P.O. Box 916
Berwick, LA 70342
City of Mobile Business License Number: 128922
Secretary of State Registration Number: 000-647-708

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

Mobile Museum of Art – Exterior Repairs
4850 Museum Drive
Mobile, AL 36608
MU-007-24
Scope: Soft wash exterior, repair damaged concrete, and prime/paint all painted surfaces.
The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

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.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☒ 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.)

☒ Not later than Sixty (60) calendar days from the date of the Notice to Proceed for commencement of the Work.

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

(Table deleted)

(Paragraph deleted)

Init.

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two hundred Fourteen Thousand and 00/100 Dollars (\$ 214,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$159,500.00
Contingency Allowance:	\$5,000.00
Total Bid:	\$164,500.00
Alternate#1:	\$49,500.00
 Total Contract Sum:	 \$214,000.00

§ 4.2 Alternates

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

Item	Price
Alternate #1	\$49,500.00

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Five thousand and 00/100" (\$5,000.00)

(Table deleted)

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

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1 Gasket Replacement	Per 100 LF	\$ 2,200.00

§ 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 Del-Con, LLC. has completed the contract for MU-007-24, Mobile Museum of Art – Exterior Repairs. 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:

(Name, address, email address, and other information)

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

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

Chad Rhodes, SC Project Manager
P.O. Box 916
Berwick, LA 70342
chadr@del-con.com
251-604-8266

§ 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
C.	Bodily Injury by Disease	\$1,000,000 each policy

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- .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 |
| B. | Property Damage | \$1,000,000 each occurrence |
| C. | Bodily Injury and Property Damage | \$1,000,000 each occurrence; or |
| | | \$1,000,000 combined single limit |
- .6 Such comprehensive policy shall include the following:
- | | | |
|----|---|-------------------|
| A. | All liability of the Contractor, for the Contractor's Direct Operations. | |
| B. | Subcontractor's Operations. | |
| C. | Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. | |
| D. | General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis. | |
| E. | Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below | |
| F. | Broad Form Property Damage Coverage, including Completed Operations. | |
| G. | Personal Injury Liability, with employee's exclusions removed. | |
| H. | Explosion and Collapse Hazard: | |
| | Included or | X Not Applicable. |
| I. | Underground Hazard: | |
| | Included or | X Not Applicable. |
- .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.

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

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/

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 five (5) 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
A2.0	Exterior Elevations	April 17, 2024
A2.1	Exterior Elevations	April 17, 2024
A2.2	Exterior Masonry Section/Elevation	April 17, 2024
A2.3	Exterior Masonry Section/Elevation	April 17, 2024
A2.5	Building Sections	April 17, 2024
A2.8	Building Sections	April 17, 2024
A2.9	Building Sections	April 17, 2024
A2.10	Building Sections	April 17, 2024
A2.11	Building Sections	April 17, 2024
A2.30	Canopy Elevations, Plan Details	April 17, 2024
A2.31	Canopy Details	April 17, 2024
A6.4	Finish Schedule Partial Plan Ground Floor	April 17, 2024
A6.6	Finish Schedule Partial Plan First Floor	April 17, 2024
A6.7	Finish Schedule Partial Plan First Floor	April 17, 2024
S0.1	Design Load Plan	April 17, 2024
D001	Surfaces to be Primed/Painted	April 17, 2024
D002	Alternate #1 Sidewalk, Circular Drive, Retaining Walls	April 17, 2024
D003	Alternate #3 Window Gasket Replacement Areas	April 17, 2024

.4 Product Data:

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Section	Title	Date
PD001	SW Loxon Concrete and Masonry Primer-Sealer	April 17, 2024
PD002	SW Loxon Self-Cleaning Acrylic Coating – Satin	April 17, 2024
PD003	SW Siloxane Water Repellent	April 17, 2024

.5 Addenda, if any:

Number	Date
Addendum 1	April 29, 2024
Addendum 2	May 10, 2024
Addendum 3	May 15, 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
	Application and Certificate for Payment
	AIA Document G702
	AIA Document 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 W-9
Form and City of Mobile Vendor Information Form
E-Verify Documentation (Sample)

Section 00700

General Conditions of the Contract for Construction-
AIA Document A201

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

(1194030416)
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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: Del-Con, LLC.

OWNER (Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

CONTRACTOR (By Signature)

Chad Rhodes, SC Project Manager

(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Baldwin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Chad Rhodes as SC Project Manager of Del-Con, 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 20th day of June, 20 24.

Leslie Nan Rhodes
NOTARY PUBLIC

My Commission Expires: 02/16/2028

LESLE N N RHODES
NOTARY PUBLIC
ALABAMA STATE AT LARGE

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(1194030416)

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PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor Del-Con, LLC, P.O. Box 916 Berwick, LA 70342, hereinafter called the Principal, and Markel Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Two Hundred Fourteen Thousand and 00/100 Dollars (\$214,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Mobile Museum of Art – Exterior Repairs MU-007-24 4850 Museum Drive Mobile, AL 36608, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 20 day of June, 2024.

CONTRACTOR AS PRINCIPAL

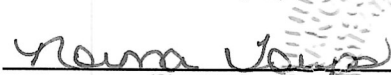
Company: Del-Con, LLC
(Corporate Seal)

By: 
(Signature)

Name and Title: Chad Rhodes, Sr. Project Manager

SURETY

Company: Markel Insurance Company
(Corporate Seal)

By: 
(Signature)

Name and Title: Norma Toups, Attorney-in-Fact

Resident Agent: 
(Signature)

Name and Title: Julie Livingston, AL Resident Agent
Company Name: Cadence Insurance-a Gallagher Company
Address: 7515 Halcyon Summit Drive, Suite 301
Montgomery, AL 36117
Phone and Fax: (334) 386-3325 / (334) 386-3326

Owner's Representative: Cassie Boatwright

REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kathleen L. Berni, George V. Baus Jr., Gregory R. Weston, Jared Viola, Norma Toups

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

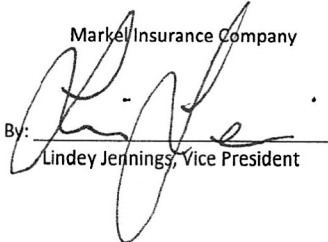
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 19th day of April, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



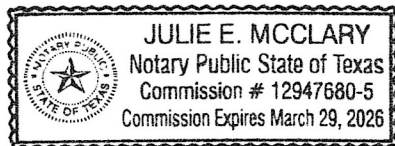
Markel Insurance Company

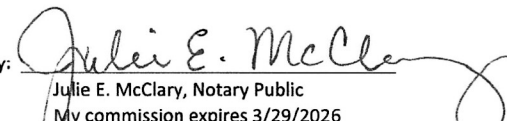
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 19th day of April, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

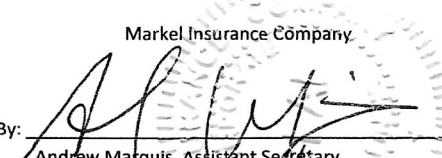
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, 2024.

SureTec Insurance Company

By: 
M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Del-Con, LLC. P.O. Box 916 Berwick, LA 70342, as Principal, and Markel Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Two Hundred Fourteen Thousand and 00/100 Dollars (\$214,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mobile Museum of Art – Exterior Repairs MU-007-24 4850 Museum Drive Mobile, AL 36608, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Norma Touns **Attorney-in-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 20th day of June, 2024

CONTRACTOR AS PRINCIPAL

Company: Del-Con, LLC
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: Chuck Rhodes, Sr Project Manager

SURETY

Company: Markel Insurance Company
(Corporate Seal)

By: Norma Touns
(Signature)

Name and Title: Norma Touns, Attorney-in-Fact

Resident Agent: [Signature]
(Signature)
Name and Title: Julie Livingston, AL Resident Agent
Company Name: Cadence Insurance-A Gallagher Company
Address: 7515 Halcyon Summit Drive, Suite 301
Montgomery, AL 36117
Phone and Fax: (334) 386-3325 / (334) 386-3326

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

JOINT LIMITED POWER OF ATTORNEY

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Kathleen L. Berni, George V. Baus Jr., Gregory R. Weston, Jared Viola, Norma Troups

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

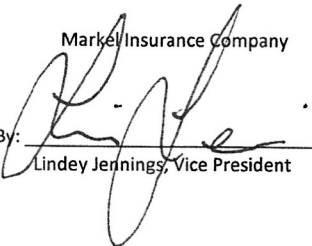
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SureTec Insurance Company

By: 
Michael C. Keimig, President



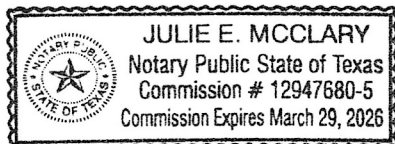
Markel Insurance Company

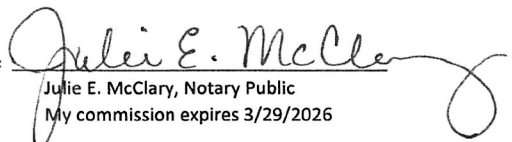
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 19th day of April, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, 2024.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary



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	Del-Con LLC
Address	9786 Timber Cir Ste A Daphne, AL 36526
Telephone	251-604-8266
E-Mail	chad@del-con.com

RFP/RFQ Solicitation Number	MU-007-24
Project Description	Mobile Museum of Art Exterior Repairs
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>7</u> Female <u>1</u> Minority <u>8</u> Non-minority <u>8</u> SDVO <u>8</u>
Total # of Employees	<u>8</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Del-Con LLC

Signature: [Signature] Date: 5/28/2024

Title: Sr Project Manager

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: Chad Rhodes Title: Sr Project Manager
Email: chad@del-con.com Phone: 251-604-8266



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Del-Con LLC

Contact Person: Chad Rhodes

Phone 251-604-8266

Email chad@del-con.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 Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

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 Arthur J. Gallagher Risk Management Services, LLC PO Box 100 Plattenville LA 70393	CONTACT NAME: Danette Bourgoyne PHONE (A/C, No, Ext): 985-513-5046 E-MAIL ADDRESS: Danette_Bourgoyne@ajg.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Evanston Insurance Company		35378
INSURER B : Republic-Vanguard Insurance Company		40479
INSURER C : Scottsdale Insurance Company		41297
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1806306291

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	MKL4VPBC003847	12/8/2023	12/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	CNO555196004	7/8/2023	7/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CXS4014317	12/8/2023	12/8/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name: Mobile Museum of Art – Exterior Repairs Project Number: MU-007-24

City of Mobile is Included as an Additional Insured in respect to General Liability, Hired/Non-Owned Automobile Liability and Excess Liability. All policies, mentioned above, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Hired/Non-Owned Automobile Liability, Excess Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
Project or Job #: MU-007-24

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2024

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PRODUCER Terrebonne Insurance Agency, Inc. 210 Mystic Blvd Houma LA 70360		CONTACT NAME: Kelly Thibodeaux PHONE (A/C, No, Ext): (985)851-3080 FAX (A/C, No): (985)851-0304 E-MAIL ADDRESS: CLservice@terrebonneinsurance.com	
INSURED Del-Con, LLC P.O. Box 916 Berwick LA 70342		INSURER(S) AFFORDING COVERAGE INSURER A: Louisiana Construction & Industry SIF INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**CL23122947767**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N	N/A	29404-24	1/2/2024	1/2/2025	☒ 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)

Project name
Mobile Museum of Art - Exterior Repairs

Blanket Waiver of Subrogation as required by written contract with a 30 day Notice of Cancellation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE K Thibodeaux/JILLIA <i>Kelly L. Thibodeaux</i>

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Policy Number: 29404-24

ENDORSEMENT

Louisiana Construction & Industry SIF

Insured Name: Del-Con, LLC

Policy Effective Date: 01/02/2024

Agency Name: **Terrebonne Insurance Agency**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FOLLOWING ENDORSEMENT IS ADDED:

NOTICE OF CANCELLATION ENDORSEMENT

Where required by written contract, we (LCI), will give 30 days Notice of Cancellation to the entity named in the Schedule, except in the case of Non-Payment of Premium, for which 10 days notice will be given.

The notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organizations(s) show in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

SCHEDULE

Certificate Holder: City of Mobile

Address: P.O. Box 1827 Mobile, AL 36633-1827

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. All other terms and conditions of this policy remain unchanged.

Endorsement Effective Date: **06/17/2024**

Additional Premium: 0.00

Endorsement No: **6**

Return Premium: 0.00

Policy Number: 29404-24

ENDORSEMENT

LOUISIANA CONSTRUCTION & INDUSTRY SIF

Insured Name: Del-Con, LLC

Policy Effective Date: 01/02/24

Agency Name: **Terrebonne Insurance Agency**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FOLLOWING ENDORSEMENT IS ADDED:

WAIVER OF SUBROGATION

Blanket Waiver of Subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. All other terms and conditions of this policy remain unchanged.

Endorsement Effective Date: 04/09/24

Additional Premium: \$0

Endorsement No: 5

Return Premium:

Policy Number: 29404-24

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation

Notes:

1. Use this endorsement to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.
3. The following entry must be added to the endorsement when used in Hawaii: "The premium charge for the endorsement is \$0_____".
4. The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications.
5. In most states, including Florida, any associated premium charge must be filed and approved prior to use.

DATE OF ISSUE: 04/09/2024

© 1983 National Council on Compensation Insurance, Inc.



Company ID Number: 1837764

Approved by:

Employer Del-Con, LLC.	
Name (Please Type or Print) Alison DeLatte	Title
Signature Electronically Signed	Date 05/24/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/24/2022



Company ID Number: 1837764

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Del-Con, LLC.
Company Facility Address	1209 N. Victor II Blvd. Morgan City, LA 70380
Company Alternate Address	PO Box 916 Berwick, LA 70342
County or Parish	SAINT MARY
Employer Identification Number	680593632
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	2 site(s)



Del-Con, LLC	
Entity ID Number	000-647-708
Entity Type	Foreign Limited Liability Company
Principal Address	608 Shadowlawn Berwick, LA 70342
Principal Mailing Address	PO Box 916 Berwick, LA 70342
Status	Exists
Place of Formation	Louisiana
Formation Date	11/16/2016
Qualify Date	09/14/2020
Registered Agent Name	LegalCorp Solutions LLC
Registered Office Street Address	4142 CARMICHAEL ROAD Montgomery, AL 36106
Registered Office Mailing Address	4142 CARMICHAEL ROAD Montgomery, AL 36106
Nature of Business	
Doing Business in AL Since	12/01/2020
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/14/2020 Certificate of Formation 2 pgs.

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Karen Poth

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One year contract, renewable for two additional one-year periods, with Matt Johnson, sole proprietor, for digital marketing, internet search engine optimization, and Google ad management for Natl Maritime Museum of GOM.

Amount of Contract:

NTE \$65,000 per year for up to 3 years.

Funding Source

General fund.

ATTACHMENTS:

1. 2024 Johnson Agenda Package

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 July 2024
Date

Item No. _____

Submitted by: National Maritime Museum of GOM
Department

Karen Poth
Department Head

Sponsored by: Mayor William S. Stimpson
Name

Title

Reviewed by: Joe Snowden
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Professional services contract with Matt Johnson, sole proprietor

PURPOSE & SCOPE OF PROJECT:

One year contract, renewable for two additional one-year periods, with Matt Johnson, sole proprietor, for digital marketing, internet search engine optimization, and Google ad management for Natl Maritime Museum of GOM. General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed NTE \$65K/calendar year

FUNDING SOURCE:

Budget Item: 1004.4020.42140

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: Exempt as Professional Service 41-16-51-(a)(3)

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 Matt Johnson, sole proprietor, to provide digital marketing professional services, for one year, renewable for two additional one-year periods, without further approval required by Council, in an amount as needed not to exceed \$65,000.00 per year, 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 Matt Johnson, Sole Proprietor ("Service Provider").

WHEREAS, Service Provider is uniquely qualified and engaged in the business of digital marketing.

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 to include digital marketing, internet search-engine optimization, and Google advertising management for the National Maritime Museum of the Gulf of Mexico.
2. TERM: The Services shall be commenced and performed upon execution of this Agreement and continue thereafter for a period of one year, renewable with the consent of both parties for two additional one-year periods.
3. COMPENSATION: 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 and payment terms attached in *Exhibit A*. Service Provider will submit invoices to the City itemizing work done subject to the invoice. The total amount of compensation paid to Service Provider under this contract will not exceed \$65,000.00 per year.
4. 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.

5. 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.

6. INSURANCE REQUIREMENTS: Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the minimum limits, coverages, and other terms set forth herein. Service Provider shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama.

A. Worker's Compensation: Statutory amount and coverage as required by law of the state of Alabama.

B. General Liability – Premises/Operations, Public Liability including premises, products and complete operations

1. Bodily Injury Liability

a. \$1,000,000 each person

b. \$1,000,000 each occurrence

2. Property Damage Liability: \$1,000,000 each occurrence or

3. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - \$2,000,000 single limit

C. Automobile Liability – Comprehensive including owned, non-owned and hired vehicles.

1. Bodily Injury Liability

a. \$250,000 each person

b. \$500,000 each occurrence

2. Property Damage Liability: \$100,000 each occurrence

3. Combined Bodily Injury and Property Damage - \$500,000.00

D. Professional Liability: \$500,000.00

E. Excess/Umbrella Liability providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability:: \$1,000,000 combined single limit of liability each "occurrence" for bodily injury and/or property damage.

F. Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service

Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

G. Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

7. **INDEMNITY**: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

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.

8. **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.

9. **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.

10. **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.

11. The Service Provider hereby stipulates, confirms and agrees that Service Provider is not a 'design professional' as defined in § 41-9A-3, Ala. Code (1975).

12. **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.

13. **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.

14. **FORCE MAJEURE:** The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extend 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.

15. **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.

16. **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.

17. **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.

18. **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: Matt Johnson, Sole Proprietor
1401 NW 187th Street
Edmond, OK 73012

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. SIGNATURES: IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Matt Johnson, Sole Proprietor, Service Provider

BY: Gary Matthew Johnson Date: 05/23/2024
Its Owner.

THE STATE OF Texas

COUNTY OF Tarrant

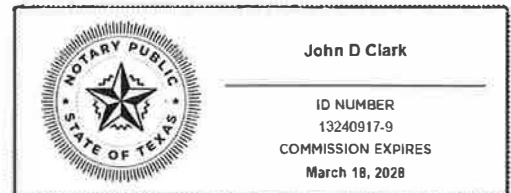
I, a Notary Public, hereby certify that Matt Johnson, Sole Proprietor, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 23rd day of May, 2024.

[Signature] Notary Public, State of Texas

Notary Public

Print Name John D Clark



My commission expires: 03/18/2028

Electronically signed and notarized online using the Proof platform.

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Willaim, S. Stimpson, Mayor

ATTEST:

City Clerk Date: _____

Exhibit: A Statement of Work
B Evidence of Insurance

EXHIBIT A: Statement of Work

Tasking

Service Provider will manage the Museum “Google Grant” providing \$10,000 worth of free Google search ads per month. This will include tracking search analytics, and recommending content and placement strategies to optimize search results and maximize free advertising placements.

Service Provider will provide and place 48,000.00 worth of web advertisements to include Google and Facebook ads.

Service Provider will place and manage Museum geofencing campaigns.

Unit Rates (monthly)

SEO and Ad Platform Management	\$1,416.66
Google Grant Ads Management	\$1,000.00
Geofencing	\$1,000.00
Facebook Ads	\$2,000.00

Total monthly rate	\$5,416.66
--------------------	------------

Invoicing and Payment

Service Provider will invoice the City monthly for professional services and advertising purchases. Invoices will be reviewed and approved by the Museum Executive Director for payment. City will pay within 30 days of receipt of invoices.

EXHIBIT B

EVIDENCE OF INSURANCE

City of Mobile
255 Government Street
Mobile, AL 36644



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

The attached Subaward Grant Agreement Amendment No. 2 between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources is for an existing grant for the Alabama Department of Conservation and Natural Resources, Grant No. GNSSP20AL0011, State Expenditure Plan #16: Three Mile Creek Watershed Restoration. This amendment consists of adding \$8,795,178 in additional RESTORE funding and extending the Period of Performance through 07/31/2026.

This agreement is funded through the subaward agreement for Grant Number S1P16-TMCR between the ADCNR and the City of Mobile for the Three Mile Creek Watershed Restoration, which was adopted by City Council on August 11, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). The purpose of this amendment is to complete final phase of this project, the dredging and restoration of Langan Park Lake. The first two phases of this project, the stabilization of two sections of 12 Mile Creek, has been completed.

Amount of Contract:

\$8,795,178.00

Funding Source

N/A

ATTACHMENTS:

1. Cover Letter
2. Resolution
3. ThreeMileCreek_AmendmentNumber2_DraftSubaward_6.25.2025_ETS.rmc
forcouncilnoWM

REVIEWERS:

Jennifer Greene
Randy Threadgill
Laura Angle
Chris Kern
James Barber

July 2, 2024



Dear Councilmembers:

The attached Subaward Grant Agreement Amendment No. 2 between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources is for an existing grant for the Alabama Department of Conservation and Natural Resources, Grant No. GNSSP20AL0011, State Expenditure Plan #16: Three Mile Creek Watershed Restoration. This amendment consists of adding \$8,795,178 in additional RESTORE funding and extending the Period of Performance through 07/31/2026.

This agreement is funded through the subaward agreement for Grant Number S1P16-TMCR between the ADCNR and the City of Mobile for the Three Mile Creek Watershed Restoration, which was adopted by City Council on August 11, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). The purpose of this amendment is to complete final phase of this project, the dredging and restoration of Langan Park Lake. The first two phases of this project, the stabilization of two sections of 12 Mile Creek, has been completed.

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Subaward Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Amendment No. 2 of an existing grant for State Expenditure Plan #16: Three Mile Creek Watershed Restoration, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P16-TMCR

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 2

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the City of Mobile (hereinafter “Subrecipient”). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter “Parties”) agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Spill Impact project titled “State Expenditure Plan #16: Three Mile Creek Watershed Restoration” (hereinafter “Project”). The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area’s fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake. The engineering and construction of this project would provide reinforcement of the creek against further erosion and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park further described in the Federal Award GNSSP20AL0011-01-02. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 2 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0011, State Expenditure Plan #16: Three Mile Creek Watershed Restoration.

This amendment executes the following action:

1. Adds \$8,795,178 in RESTORE funding for the construction contract for Task 1B, and
 2. Extends the period of performance and budget period to 7/31/2026.
2. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0011
 - b. Federal Award Period of Performance: 09/09/2019-07/31/2026
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$23,710,040.00
 - d. Subrecipient UEI: QV8KPHH9J8A3
 - e. Total Amount of Federal Award: \$23,866,000.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources

Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130

- h. CFDA Number & Name: CFDA# 87.052 “Spill Impact Component Project Grants”
- i. Indirect Cost Rate of Subrecipient: 0%

- 3. AGREEMENT FUNDING AMOUNT: ADCNR’s funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of twenty-three million, seven hundred ten thousand, forty and xx/100 dollars (\$23,710, 040.00)
- 4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter “Project Period”) shall commence on September 9, 2019 and end on July 31, 2026.
- 5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties on September 9, 2019 and end on July 31, 2026 (hereinafter “Agreement Term”).
- 6. BOYCOTT: In compliance with Act 2016-312, Permittee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

- 7. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile-Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Director, Program and Project Management
City of Mobile

P.O. Box 1827
Mobile, Alabama 36633
Jennifer.greene@cityofmobile.org

8. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.
9. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement;
 2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0011-01-02 and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date: _____

CITY OF MOBILE

William S. Stimpson, Mayor

Date: _____

AL-06/11/2024

Subrecipient Name: City of Mobile, **UEI: QV8KPHH9J8A3**

Title of Grant Project: *State Expenditure Plan #16: Three Mile Creek Watershed Restoration*

Attachment

Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification		
(i.)	Subrecipient name	City of Mobile
(ii.)	Subrecipient's unique entity identifier	UEI: QV8KPHH9J8A3
(iii.)	Federal Award Identification Number (FAIN);	GNSSP20AL0011
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-06/11/2024
(v.)	Subaward Period of Performance Start and End Date;	09-09-2019 to 07-31-2026
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$23,710,040.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$23,710,040.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$23,710,040.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake. The engineering and construction of this project would provide reinforcement of the creek against further erosion

	and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity;	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # <u>21.015</u> Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States - total Federal Award issued to ADCNR, which is registered in SAM with the, UEI: WLNMNKHKF5T1 is \$23,866,000.00
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

R E S O L U T I O N

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

Adopted:

City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Quality Care On Wheels, LLC**, to operate a **shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **July 16, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, DASHONDA THOMAS, individually or on behalf of Quality Care on Wheels LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Dashonda Thomas / Quality Care on Wheels, LLC (owner)

Mobile Business Address: _____

Telephone: _____ Trade Name (d/b/a): _____

II. Business Information

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

Birthdate: _____ SSN: _____

Address _____ City _____ State _____ Zip _____
code

Telephone Number _____ Driver's License #: _____

Residing in Mobile County: Years: 33 Months: 4

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

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

(Alien # or Admission # _____)

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

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

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

Name Title Address Amount of Stock Held (if any)

Deshonda Thomas (owner) _____

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

Name Date Amount Location Disposition

None

Part III. Vehicle/Carriage Information:

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

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

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Monday - Friday 0600 - 1800

How many vehicles (carriages) do you intend to operate? 1

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Honda Year: 2015 Model: Odyssey
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

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



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

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

Dashonda Thomas
Applicant's Signature

NAME OF ENTITY:

Quality Care Wheels, LLC

By: Dashonda Thomas
Its OWNER

SWORN TO AND SUBSCRIBED BEFORE ME THIS
26th DAY OF June, 2024

Lorraine Shirley
Notary Public My Commission Expires
April 5, 2027

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: THOMAS, DASHONDA SHERMONIQUE

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 33

Weight: 190

Eyes: BROWN

Height: 5'04"

Facial:

Hair: BROWN

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State: AL

DL #: 255007

DL Type: D

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

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

NO RECORD

CHECKED BY: Ru

DATE: 6-26-24



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_Slurp Society 7-10-24
2. Slurp Society packet

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

SPONSORED BY: CITY COUNCIL

BE IT RESOLVED by the City Council of the City of Mobile that, upon the referral of the attached business license application and materials to the Council by the City of Mobile Revenue Director, as contemplated by Mobile City Code section 34-63, the Council hereby DENIES said business license application for Slurp Society Ramen Shop, LLC for the reasons cited by the Revenue Director.

Adopted:

City Clerk

RESOLUTION

SPONSORED BY: CITY COUNCIL

BE IT RESOLVED by the City Council of the City of Mobile that, upon the referral of the attached business license application and materials to the Council by the City of Mobile Revenue Director, as contemplated by Mobile City Code section 34-63, the Council hereby DENIES said business license application for Slurp Society Ramen Shop, LLC for the reasons cited by the Revenue Director.

Adopted:

City Clerk



July 10, 2024

City of Mobile
City Clerk
9th Floor Government Plaza – South Tower
Post Office Box 1827
Mobile, AL 36633-1827

Re: Slurp Society Ramen Shop, LLC – 609 Dauphin Street, Mobile, AL 36602
Denial of New Application for Business License

City Clerk:

The above referenced entity submitted an application for a business license to operate a restaurant in the City of Mobile. Upon investigation, the Revenue Department has declined the application for the following reasons:

- The members of this LLC previously formed a similarly named LLC, “Slurp Society, LLC,” then operated the restaurant within the corporate city limits while failing to submit to the City any collected food tax, liquor purchase tax and business license tax.
- The members knew the sums due having filed monthly returns.
- Of the few attempts to submit payments, all were dishonored for insufficient funds.
- Assessments are pending against Slurp Society, LLC.
- Slurp Society, LLC has failed to file a final return as required by law.

As per Sec. 34-63, the Revenue Department is referring this matter to the City Council for determination on whether such license should issue.

Sincerely,

A handwritten signature in black ink that reads 'Mauria P. King'.

Mauria P. King
Director
Revenue Department
City of Mobile

CC: City of Mobile Legal Department



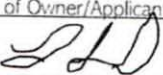
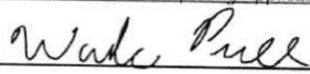
BUSINESS LICENSE & TAX APPLICATION

CLEARLY PRINT OR TYPE ALL INFORMATION
ALL BOXES ARE REQUIRED TO BE COMPLETED

City of Mobile Revenue Department
PO Box 3065 Mobile AL 36652-3065
Phone 251.208.7462 / Fax 251.208.7954
Email revenue@cityofmobile.org

Internal Office Use Only						
Territory	Zoning Req ☐ Yes ☐ No	Account #	NAICS Code(s) Assigned	Bill Number(s)	Amount Due	Completed By
Business Information						
Application Date 06/18/24		Start Date of Business 11/07/22		Business Operated From ☒ Commercial Store Front/Office ☐ Home/Home Office		
Application Type ☐ New Business ☐ Change - New Owner ☒ Change - Physical Location ☐ Re-Active Account ☐ Change - Business Name ☒ Change - FEIN/Struct ☐ Other (explain)						
If New Owner, List Previous Business & Owner Name						Purchase Date of Business
If Location Change, Previous Physical Address (Street Address and Zip) 609 Dauphin St. Mobile, AL 36602						New Location - Date Relocated 03/12/24
Description/Type ☐ Contractor - State Certified ☐ Construction - Non-Certified ☐ Retail ☐ Manufacturer ☐ Wholesale ☐ Service / Professional ☐ Rental - Tangible Goods ☐ Peddler ☐ Food Truck ☐ Other						
☒ Restaurant/Bar/Lounge* ☐ Convenience/Grocery Store* ☐ Hotel/Motel* ☐ Rental - Residential* <i>* See page 3 for additional questions pertaining to your business</i>						
Detailed Explanation of Business Description/Activity Slurp Societ Ramen Shop is Mobile, AL first ramen shop. We serve ramen noodles, bao buns, small plates, and alchohol in a trendy setting. We will be open from 11am-9pm during the week and 11am-10pm on the weekends. We bring a style of cuisine and energy that downtown Mobile hasnt seen before. We are looking to get a new business license for a business that has been serving downtown for a year and half. We are excited for a new life at our new location.						
Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation ☐ Professional Association ☐ Other (specify)						
Federal Tax ID (FEIN) - IRS 99-1852082		State of AL Tax ID Number R012173180		Physical Location of the Business ☒ City Limits ☐ Police Jurisdiction (PJ) ☐ Outside both City & PJ		
Legal Business Name Slurp Society Ramen Shop LLC				Trade Name (DBA - Doing Business As) Slurp Society		
Company Physical Address (Street Address, Suite #) 609 Dauphin St				City Mobile	State AL	Zip Code 36602
Mailing Address (Street Address, Suite #, PO Box) 609 Dauphin St				City Mobile	State AL	Zip Code 36602
Company - Phone Number		Business - Phone Number		# of Employees 19		
Business Contact Person Information						
Name Wade Price		Title member		Phone 2514424803	Email info@slurpsociety.co	

City of Mobile Business License & Tax Application

Business Information Continued				
<u>Business Tax Type</u>				
☒ Sales Tax	☐ Sellers Use	☐ Consumer Use	☐ Lease/Rental (tangible Property)	
☐ Lodging	☐ Wine Tax	☐ Tobacco Tax	☐ Liquor Purchase Tax	
<u>Tax Filing Frequency (must match State of AL filing frequency)</u>				
☐ Monthly	☐ Quarterly	☐ Semi-Annually	☐ Annually	
Land/Building Information (Complete only if the business physical location is located inside the city limits or police jurisdiction)				
Do you own or rent/lease the property? ☐ Own ☒ Rent/Lease				
<u>Property Owner Name</u> H. WENDELL QUIMBY		<u>Prop Owner Phone Number</u>		<u>Property Owner Email</u>
<u>Property Owner Address</u>		<u>Property Owner City</u>	<u>State</u>	<u>Zip Code</u>
Owner(s), Officers or Partners (attach a separate sheet if necessary) *Copy of Drivers License must be provided*				
1. Full Name (Last, First, Middle, Suffix) Lance Hallmark		Title member		
<u>Date of Birth</u>	<u>Social Security #</u>	<u>Drivers License (State & #)</u>	<u>Contact Number</u>	<u>Email</u> lance@rnrsushi.com
<u>Home Street Address</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>
2. Full Name (Last, First, Middle, Suffix) Joseph Ragsdale		Title member		
<u>Date of Birth</u>	<u>Social Security #</u>	<u>Drivers License (State & #)</u>	<u>Contact Number</u> 2563393063	<u>Email</u>
<u>Home Street Address</u>		<u>City</u>	<u>State</u>	<u>Zip Code</u>
<u>Do any of the person(s) listed above, own or member of any other business located in the city limits and/or police jurisdiction? If yes, list owner/officer name, business name and address (use additional space on next page)</u>				
☒ Yes ☐ No		Lance Hallmark Vandals Street Kitchen and Rock N Roll Sushi		
Certification and Signature				
I understand the following about the license being applied for ... - The license may require a 60 Day Affidavit. The affidavit will be due 70 days from start date of business. If the affidavit is not returned and/or money due for license is not paid .. You are operating without a license - ALL license expire on December 31st of each year (does not matter when purchased thru out year). Renewals MUST be paid by January 31st (to avoid additional penalties and interest until paid) - Operating a business without a business license ... the company and/or owner is subject to penalties, interest, Municipal Offense Ticket (MOT) and court appearance and fees By signing this application, you certify that all information and statements provided herein are true and correct. You also certify, under penalty of perjury, that you are a US Citizen or lawfully present in the US. In addition, by signing below, you acknowledge and understand that you cannot operate this business in the City of Mobile an/or its Police Jurisdiction until this business license application is approved and a business license issued.				
<u>Printed Name & Title of Applicant</u> Lance Hallmark		<u>Signature of Owner/Applicant</u> 		<u>Date Signed</u> 06/18/24
<u>Printed Name & Title - Person Completing App</u> Wade Price		<u>Signature of Person Completing Application</u> 		<u>Date Signed</u> 06/18/24

Revision Date 04.05.2024

City of Mobile Business License & Tax Application

Business Information Continued

Rental - Residential (list the address of the rental properties located within the City Limits & Police Jurisdiction) - use additional sheet if necessary

☐ Yes ☒ No Do you have a management company for the properties? If yes, company name & contact information

Restaurant/Bar/Lounge*

Alcohol Sales require an additional application & City Council approval

☒ Yes ☐ No *If alcohol sales ... Has the application process with the state ABC Board, City of Mobile, Mobile County Commission been started?

☐ Yes ☒ No Will the location have vending and/or gaming machines? Pool tables? If yes, # of machines and/or tables (if both, # for each)

☒ Yes ☐ No Will the location cook/serve prepared food?

Convenience/Grocery Store*

☐ Yes ☐ No *If alcohol sales ... Has the application process with the state ABC Board, City of Mobile, Mobile County Commission been started?

☐ Yes ☐ No Will the location cook/serve prepared food?

☐ Yes ☐ No Will the location sell gasoline? Owner of pumps? ☐ Applicant ☐ Other

Gasoline distributor name & contact information

Hotel/Motel*

Number of rooms available for customer rental

☐ Yes ☐ No Will the location have retail sales at front counter and/or vending machines? If yes, # of machines

☐ Yes ☐ No *If alcohol sales ... Has the application process with the state ABC Board, City of Mobile, Mobile County Commission been started?

☐ Yes ☐ No Will the location cook/serve prepared food?

Do any of the person(s) listed on application page 2 own or member of any other business located in the city limits and/or police jurisdiction? If yes, list owner/officer name, business name and address



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240617132801633

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: SLURP SOCIETY

Filing Fee: \$50.00

Applicant: SLURP SOCIETY RAMON SHOP LLC

Transfer Fee:

Location Address: 609 DAUPHIN ST MOBILE, AL 36602

Mailing Address: 609 DAUPHIN ST MOBILE, AL 36602

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-125-759

Do you sell Draft Beer?:

Date Incorporated: 3/11/2024 State incorporated: AL

County Incorporated: MADISON

Date of Authority: 3/11/2024

Federal Tax ID: 99-1852082

Alabama State Sales Tax ID: R012173180

Name:	Title:	Date and Place of Birth:	Residence Address:
CHRISTOPHER LANCE HALLMARK	MEMBER		
WADE ALEXANDER PRICE	MEMBER		
JOSEPH CARLTON RAGSDALE	MEMBER		

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

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

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

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

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

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

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

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

Contact Person: WADE PRICE

Business Phone: 251-442-4803

Fax:

Home Phone: 251-442-4803

Cell Phone:

E-mail:

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240617132801633

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: H. WENDALL QUIMBY
What is lessors primary business? CONSTRUCTION
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 4118 Display Square Footage:
Building seating capacity: 75 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
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)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
JOSEPH CARLTON RAGSDALE	DRIVING UNDER INFLUENCE- 06/02/2005	DECATUR POLICE DEPARTMENT	TRAFFIC CLASSES



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240617132801633



Initial each

WP

WP

WP

WP

WP

WP

WP

WP

WP

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): Wade Price

Signature of Applicant: *Wade Price*

Notary Name (print):

Notary Signature:

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

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Slurp Society Ramen Shop LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): United States Corporation Agents, Inc.

Street (**no PO Boxes**) address of registered office (**must be located in Alabama**):

*COUNTY of above address: MADISON

Mailing address in Alabama of registered office (if different from street address):

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

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-125-759	DLL
Date	03/11/2024
Time	22:24:00
File	\$100.00
County	\$100.00

Total	\$200.00

Want to make changes?

Since this business info is officially registered with the state, you'll have to file an amendment to make changes. Don't worry, we can help.

[File an amendment](#)

Overview

Ownership

Owners

joseph Ragsdale	40%
-----------------	------------

lance hallmark	40%
----------------	------------

Wade Price	20%
------------	------------

List of Current Members

The following individuals are the only members of: Slurp Society Ramen Shop LLC

NAME: Wade Price

TITLE: Member

NAME: Lance Hallmark

TITLE: Member

NAME: Joe Ragsdale

TITLE: Member

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

Wade Price
PRINTED NAME OF MEMBER

[Signature]
SIGNATURE OF MEMBER

05/03/24
DATE

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Slurp Society Ramen Shop LLC

This name reservation is for the exclusive use of Legalzoom.com, Inc., 101 N
Brand Blvd., 11th Fl, Glendale, CA 91203 for a period of one year beginning
March 11, 2024 and expiring March 11, 2025



RES145014

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

March 11, 2024

Date

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

Wes Allen

Secretary of State



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 16, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Box

REVIEWERS:

Rebecca Barfield

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Trace Box and Jon Box, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D003\P006\00128579.doc

RESOLUTION

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

Adopted:

City Clerk

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

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

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

Lisa C. Lambert
City Clerk

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

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

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

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

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

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

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

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 20th day of August, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 24th day of July, 2024 in the Lagniappe.

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

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

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

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

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

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

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

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

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

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

Adopted:

Lisa Lambert, City Clerk

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



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

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

Dear Council Members:

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

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 27, 2024

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Margaret Pappas
Deputy Director of Planning and Zoning



City of Mobile • Planning & Zoning

Planning Commission Application

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

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

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

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

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

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

This requirement applies to any of the following applications:

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

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

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

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

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

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

	5/20/24
Applicant or Agent Signature	Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm
 PERIOD: February, 2024

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

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

Heavy Industrial
Future Land Use Map (FLUM) Designation

B-5
Requested Zoning

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

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

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

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

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

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 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
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Revised February 2022

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

1. Describe the current development trends in the area of the property.
Adjacent property to the West is currently zoned Heavy Industrial and Office-Distribution and the property to the East was recently rezoned to Industrial.
2. Describe the surrounding land uses.
Same as above
3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
Subject Property is separated from any non-like kind use by a major rail line.
4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
The current road infrastructure leads to reasonable access to I-10 and direct access to rail. Major power distribution is on site and will serve our proposed use.
5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
The highest and best use for this property is for a light industrial distribution project with the opportunity to have a platinum project with the CSX rail line and benefits the
Ports capacity for food transportation both internationally and nationally.
In its first phase the project will not only create approximately 150 jobs, but also create an estimated \$70 million investment in the community.

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

None

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251-208-5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

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

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

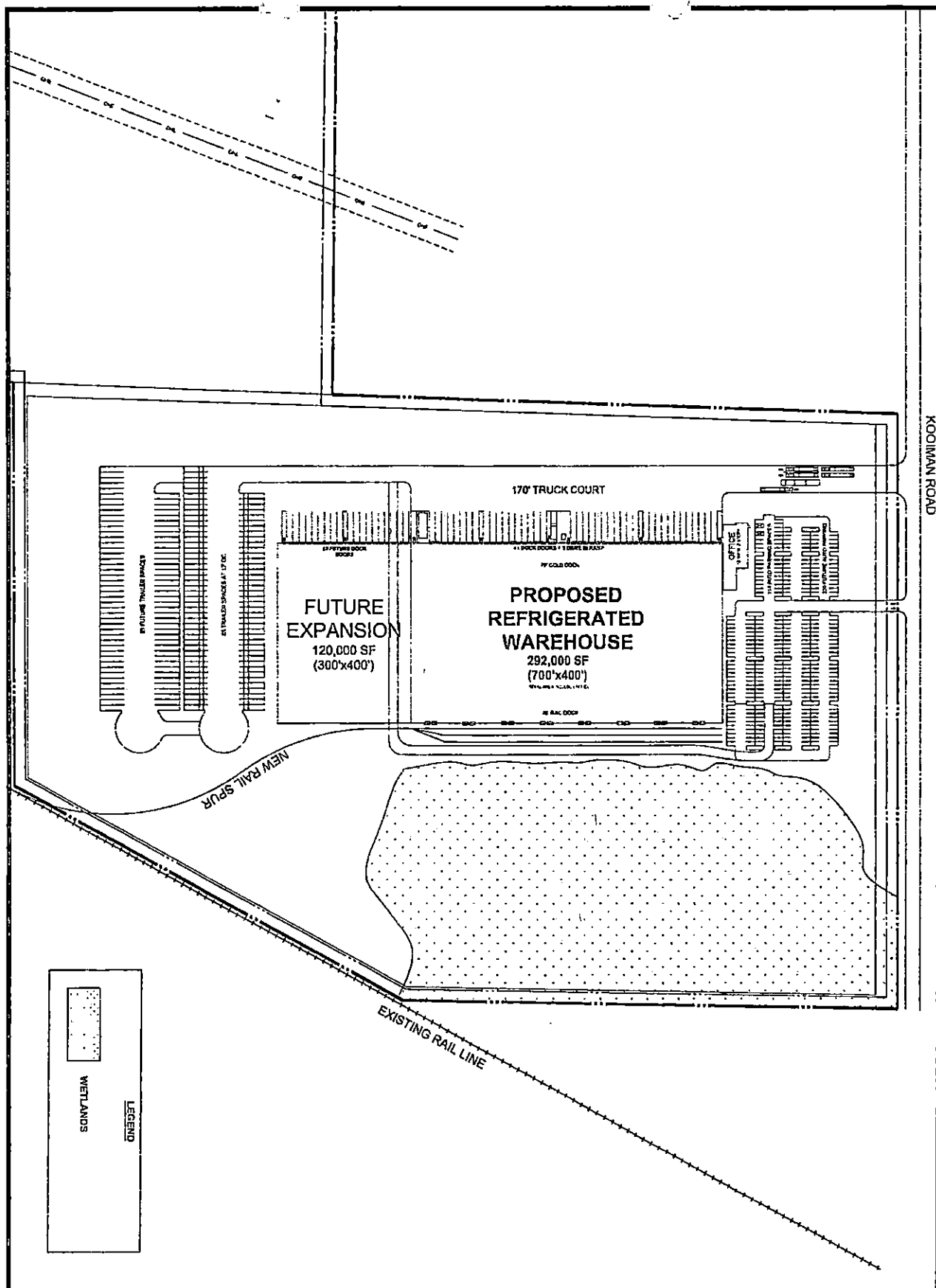
ATTACHMENT "A"

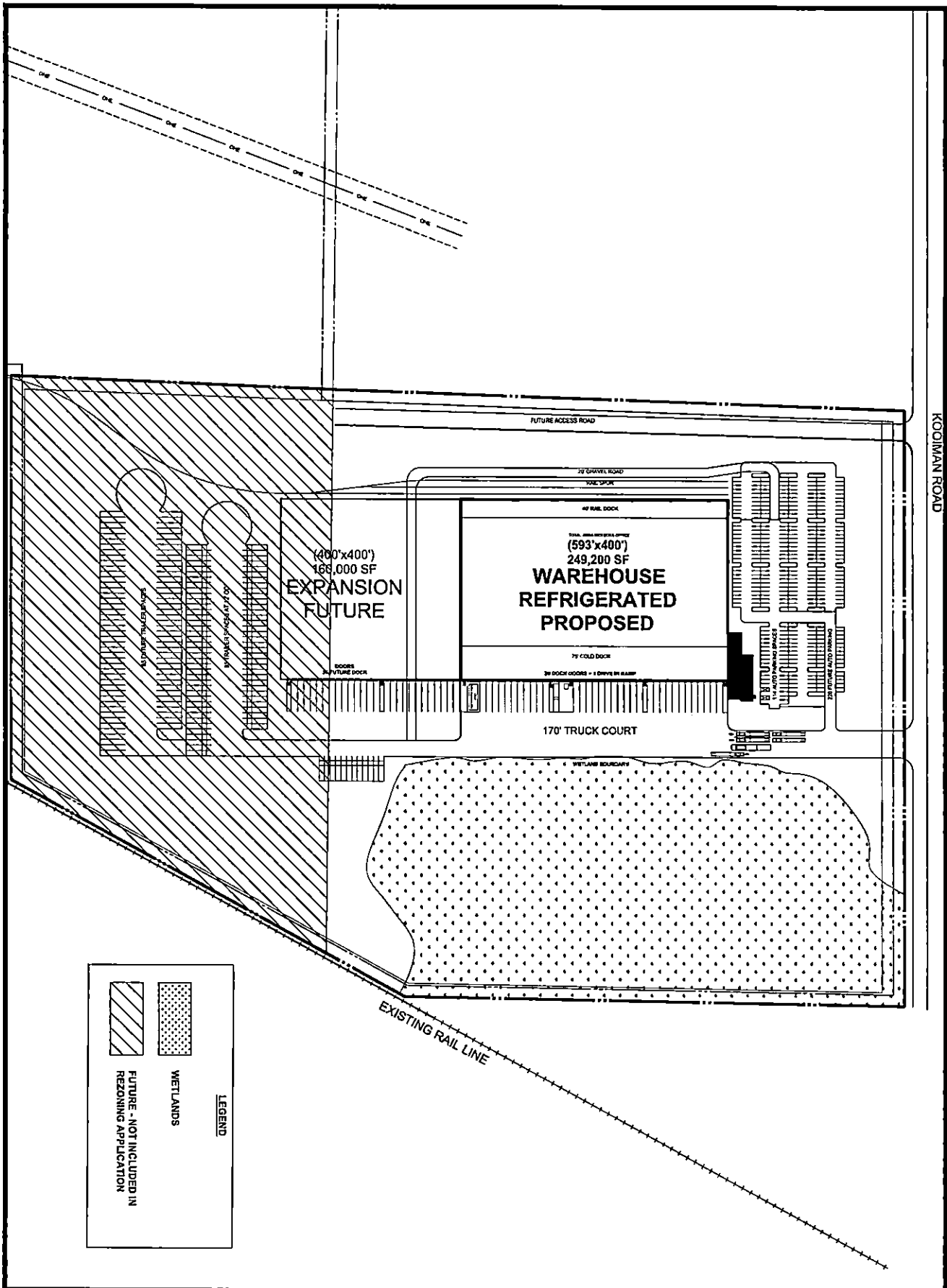
- Parcel Number 3308341000002XXX Property Owner:

Lee Gregory Garrett
3998 Byronell Dr N
Mobile, AL 36693

- Parcel Number 3308341000001XXX Property Owner:

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





CONCEPTUAL SITE PLAN

AL MOBILE KOOLMAN

STARTING WITH ARCHITECT DESIGN
DATED 4-3-24

REALTYLINK, LLC

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

NOT TO SCALE



May 3, 2024

Urban Development Department

Planning Section

P.O. Box 1827

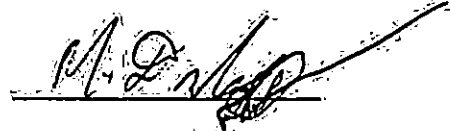
Mobile, AL 36633

RE: Zoning Amendment Authorization
Parcel ID Number: 3308341000001

Ladies and Gentlemen,

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

Sincerely,

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

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

LLC CERTIFICATE

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

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

Executed as of the 22 day of May, 2024.

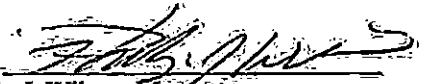
By: 
Philip J. Wilson, Manager

Exhibit A
Certificate of Existence

[attached]

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

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

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

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


Mark Hammond, Secretary of State

Exhibit B
Articles of Organization

[attached]

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

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

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

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

AL Mobile Kociman I, LLC

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

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

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

3. The initial agent for service of process is

Philip J. Wilson
(Name)

(Signature of Agent)

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

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

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

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

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

AL Mobile Koolman I, LLC

Name of Limited Liability Company

(b)

(Name)

(Street Address)

(City, State, Zip Code)

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

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

(a)

Philip J. Wilson

(Name)

201 Riverplace Suite 400

(Street Address)

Greenville, South Carolina 29601

(City, State, Zip Code)

(b)

(Name)

(Street Address)

(City, State, Zip Code)

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

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

AL Mobile Kooiman I, LLC

Name of Limited Liability Company

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

10. Each organizer listed under number 4 must sign.

Philip J. Wilson: (Electronically Signed)

Signature of Organizer

Date: 05/22/2024

Signature of Organizer

Date: _____

Anderson, Logan

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

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

Logan Anderson

Principal Planner
Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

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

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

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

Mari-Douglas Gibson

Commercial Real Estate Paralegal



201 Riverplace, Suite 400
Greenville, SC 29601

mdgibson@realtylinkdev.com

T : 864.603.1754

F : 864.232.0160

www.realtylinkdev.com

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

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

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

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

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

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

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

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

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

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

Sent: Wednesday, May 22, 2024 10:41

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

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

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

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

Good morning,

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

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

Please let me know if you have any questions.

Thanks!

Mari-Douglas Gibson
Commercial Real Estate Paralegal



201 Riverplace, Suite 400
Greenville, SC 29601

mdgibson@realtylinkdev.com

T : 864.603.1754

F : 864.232.0160

www.realtylinkdev.com

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

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

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

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

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

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

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

Good Morning,

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

1. The owners of the subject parcels are listed as **Gregory Lee Garrett** (Parcel I.D. R023308341000002.000) and **Sage Dunlap Chase Revocable Trust, et. al. & Regions Bank as Trustee, Springhill College Foundation & Tamada, LLC** (Parcel I.D. R023308341000001.001). We'll either need deeds to verify these parcels were sold to AL Mobile Kooiman I, LLC, or authorization letters (attached) from each of the property owners allowing AL Mobile Kooiman I, LLC to submit the rezoning application on their behalf.
2. The owner signature on Page 2 of the application cannot be verified. Please provide the name of the signatory and documentation that authorizes them to sign on behalf of AL Mobile Kooiman, LLC (if deeds are provided verifying this company owns the properties). For clarity's sake, please provide their name in print as well.
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5449 Powell Ln
Theodore, AL 36582
6. The following labels are also necessary if the properties have not yet been sold to AL Mobile Kooiman I, LLC:
 - Gregory L. Garrett
3998 Byronell Dr N
Mobile, AL 36693
 - Sage Dunlap Chase Revocable Trust, et. al.
929 165th Ave SE

Bellevue, WA 98008

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

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

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895





City of Mobile • Planning & Zoning

Application Completeness Review

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

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

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

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

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

Reviewed By: Logan Anderson

Date: 05/20/2024

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

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

Anderson, Logan

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

Good Morning,

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

1. The owners of the subject parcels are listed as **Gregory Lee Garrett (Parcel I.D. R023308341000002.000)** and **Sage Dunlap Chase Revocable Trust, et. al. & Regions Bank as Trustee, Springhill College Foundation & Tamada, LLC (Parcel I.D. R023308341000001.001)**. We'll either need deeds to verify these parcels were sold to AL Mobile Kooiman I, LLC, or authorization letters (attached) from each of the property owners allowing AL Mobile Kooiman I, LLC to submit the rezoning application on their behalf.
2. The owner signature on Page 2 of the application cannot be verified. Please provide the name of the signatory and documentation that authorizes them to sign on behalf of AL Mobile Kooiman, LLC (if deeds are provided verifying this company owns the properties). For clarity's sake, please provide their name in print as well.
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5449 Powell Ln
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Bellevue, WA 98008
 - Regions Bank as Trustee
Springhill College Foundation
& Tamada, LLC
P.O. Box 13519
Arlington, TX

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

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

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895





Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

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

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Revised February 2023

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

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

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

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

This requirement applies to any of the following applications:

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

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

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

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

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

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

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

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

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

Heavy Industrial

Future Land Use Map (FLUM) Designation

B-5

Requested Zoning

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

If yes, describe the error

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

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

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

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

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

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

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

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

2. Describe the surrounding land uses.

Same as above

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

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

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

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

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

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

Ports capacity for food transportation both internationally and nationally.

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

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

None

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Revised February 2023



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 5/17/24

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

Application, Neighborhood Meeting Documentation,
owner authorization letters

Neighborhood Meeting Date: 5/15/24

Neighborhood Meeting Time: 4pm - 5pm

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

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

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

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

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

X  Date: 5/20/24

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

Notice of Neighborhood Meeting
4/25/24

Dear Property Owner(s):

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

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

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

5/15/24

4pm – 5pm

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

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

Sincerely,

AL Mobile Kooiman I, LLC

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

Notice of Neighborhood Meeting
4/25/24

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

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AL Mobile Kooiman I, LLC

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

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

Neighborhood Meeting

Date: 5/15/24

Time: 4 pm - 5 pm

Location: Tillman's Corner Community Center - Room A

5055 Carol Plantation Rd,

Mobile, AL 36619

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

Rezoning from Industrial and Residential to B-5

Please Sign In:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROJECT: Kooiman Cold Storage

Meeting Minutes

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

Meeting Objective:

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

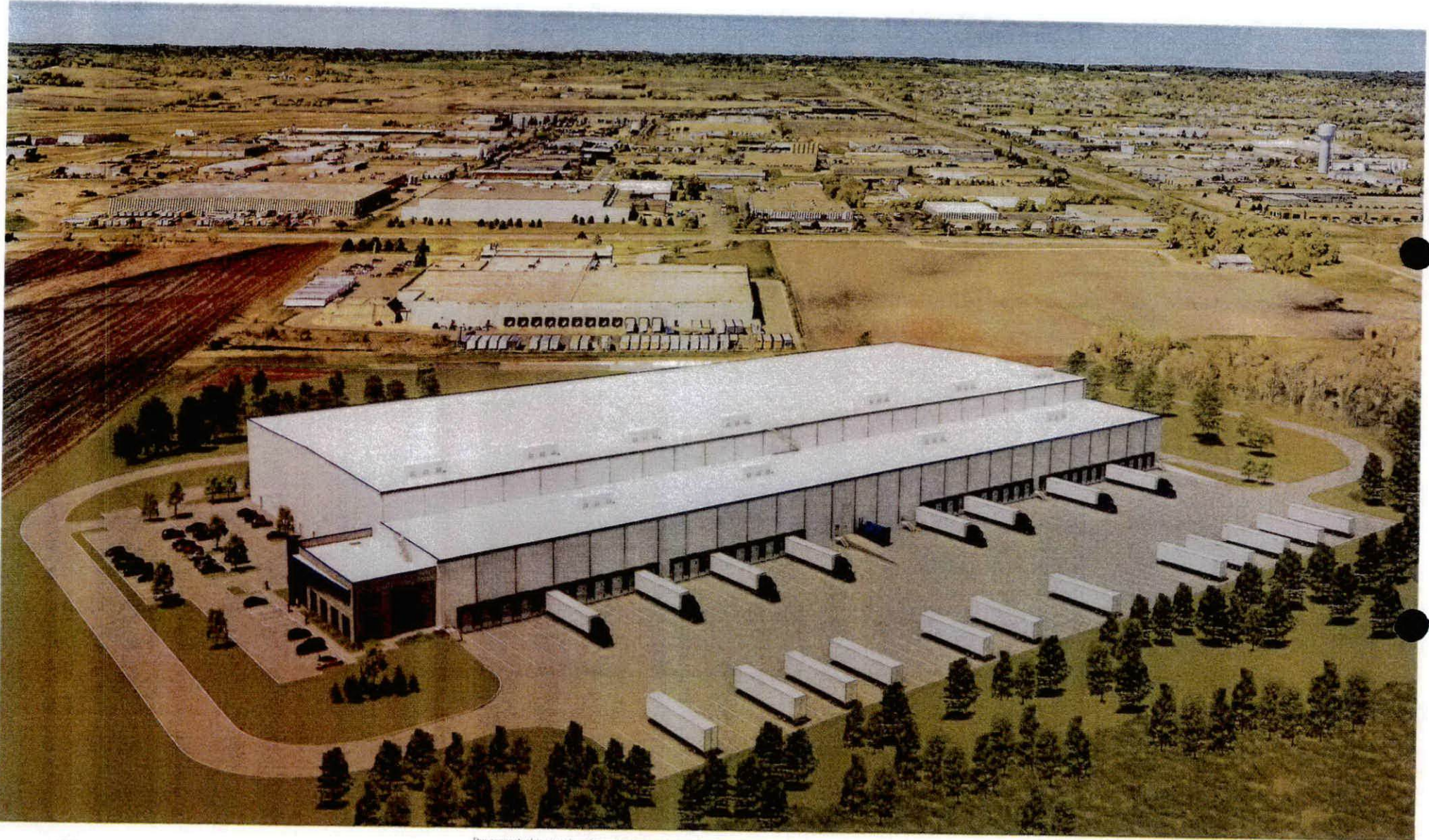
Meeting Discussion:

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

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

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

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



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

WARE MALCOMB

05.01.2024

Rezoning Meeting

May 15, 2024

Judd Nash

4 pm - 5 pm

(404) 310-0815

Tillman's Corner

Community Center Room A

5055 Carol Plantation Rd,

Mobile, AL 36619 -

5/3/2024 10:07 am



Rezoning Meeting

May 15, 2024

4 pm - 5 pm

Judd Nash

(404) 310-0815

Tillman's Corner

Community Center Room A

5055 Carol Plantation Rd,

Mobile, AL 36619

5/3/2024 10:36 am

Rezoning Meeting

May 15, 2024

Judd Nash

4 pm - 5 pm

(404) 310-0815

Tillman's Corner

Community Center Room A

5055 Carol Plantation Rd,

Mobile, AL 36619

5/3/2024 9:55 am

5/3/2024 10:20 am

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



Agenda Item # 21

ZON-UDC-002963-2024

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

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

Applicant / Agent:

AL Kooiman I, LLC

Property Owner:

Springhill College Foundation

Current Zoning:

R-A, Residential Agricultural District

Proposed Zoning:

B-5, Office Distribution District

Future Land Use:

Heavy Industry

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

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

Commission Considerations:

1. Rezoning with three (3) conditions.

Report Contents:

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

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and industrial units.

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



SITE HISTORY

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

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

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

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

Fire Department Comments:

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

Planning Comments:

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

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

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

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

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

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

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

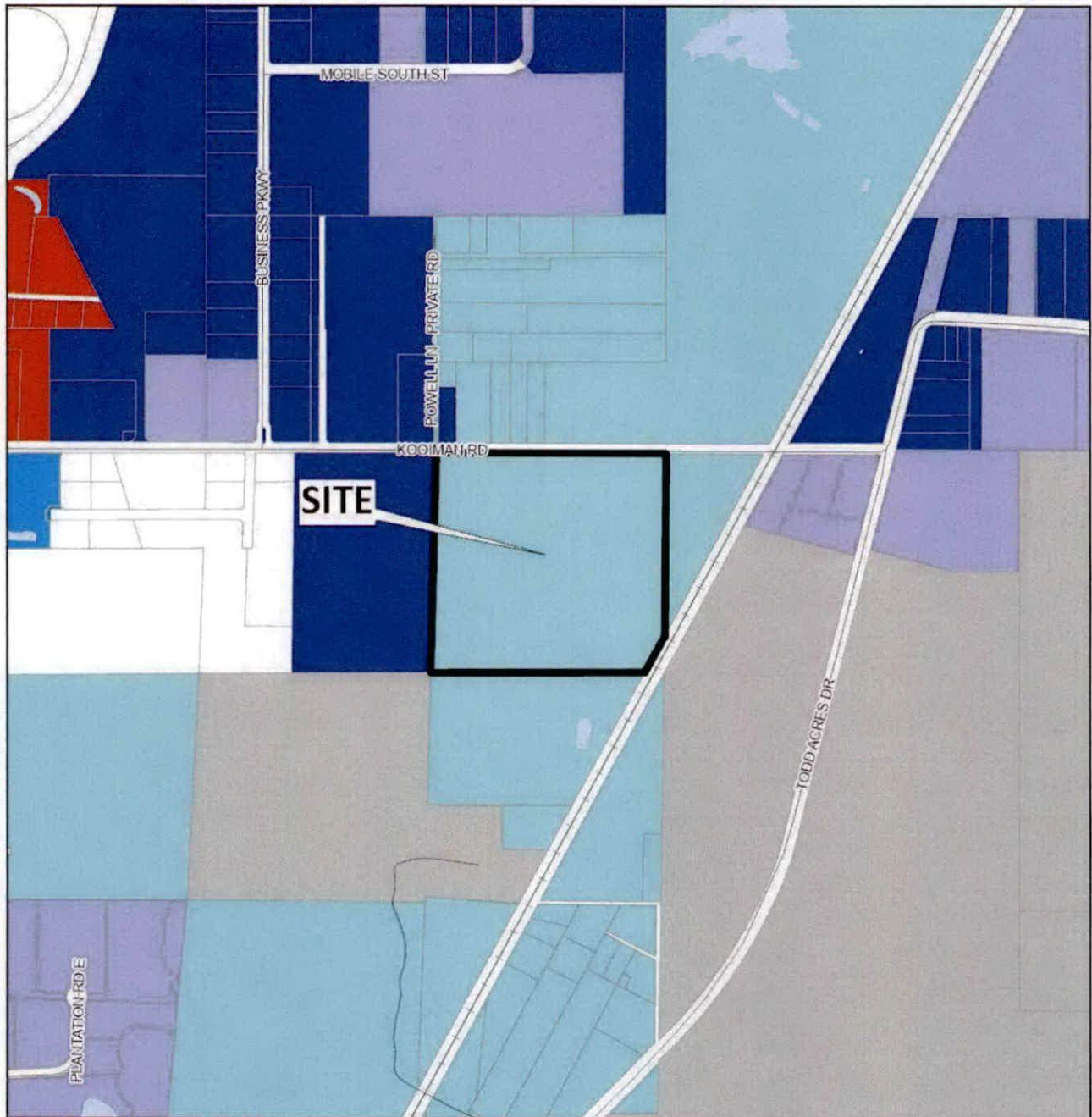
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 21 DATE June 20, 2024

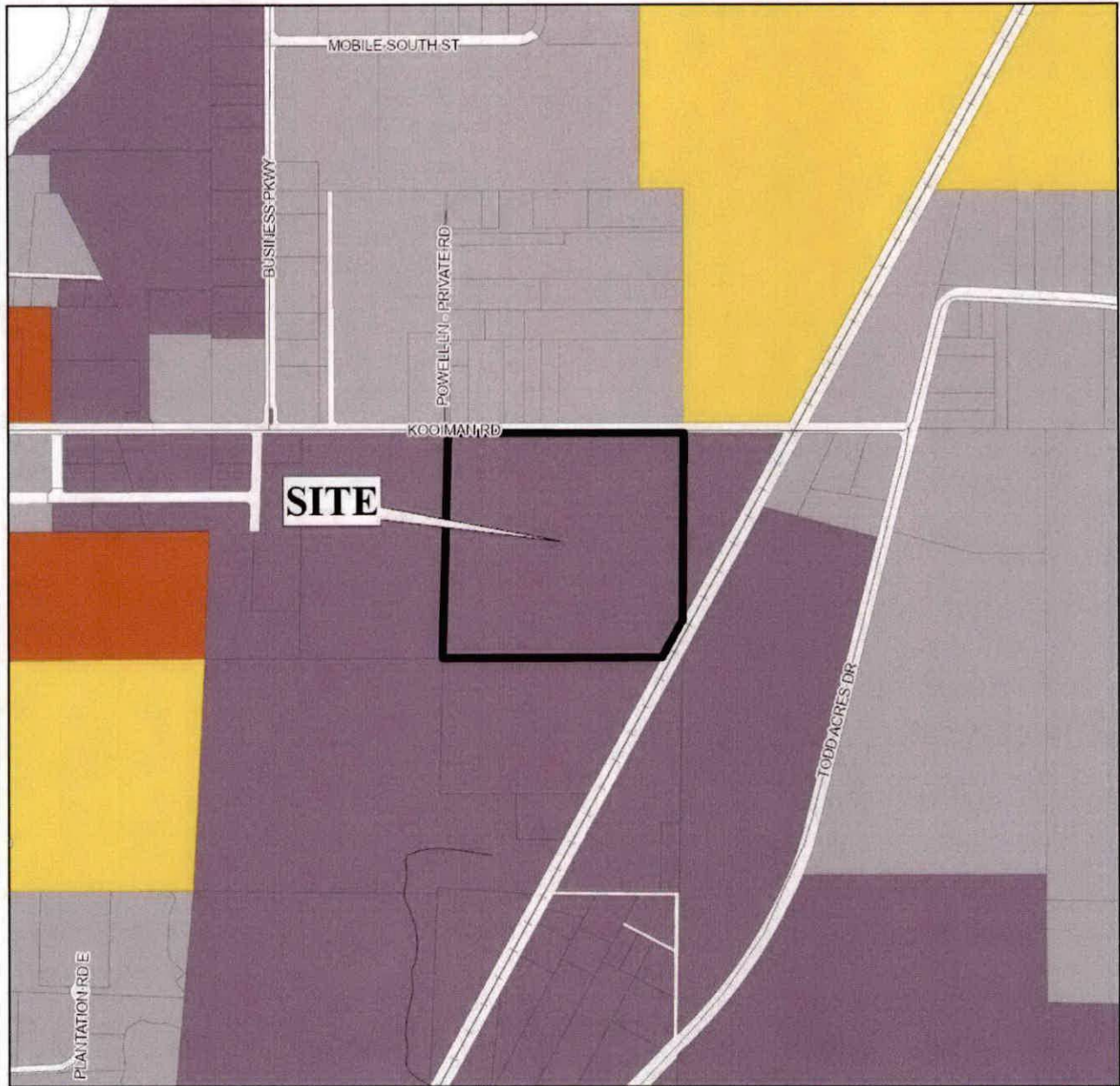
APPLICANT AL Mobile Kooiman I, LLC

REQUEST Rezoning from R-A to B-5



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 21 DATE June 20, 2024

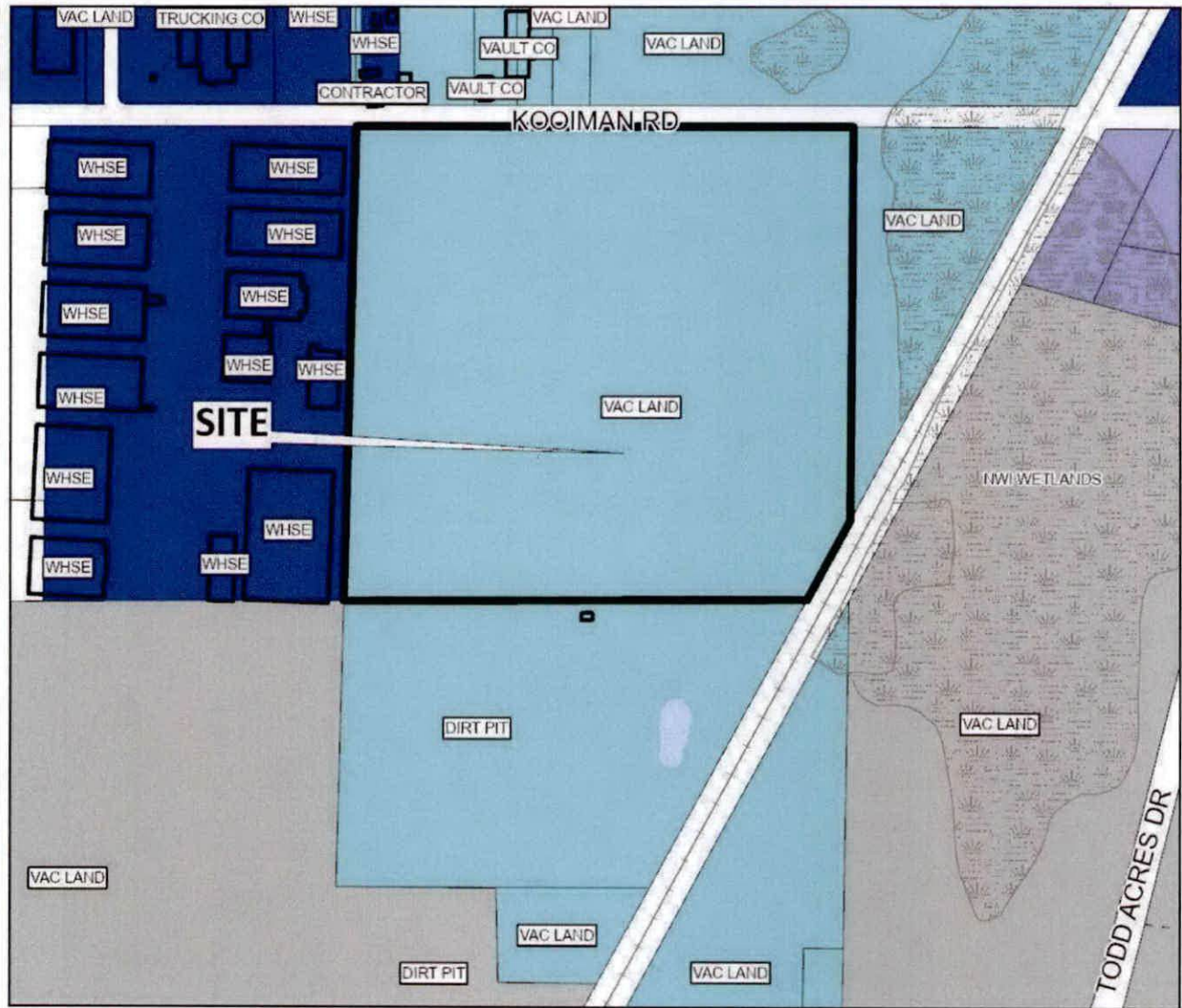
APPLICANT AL Mobile Kooiman I, LLC

REQUEST Rezoning from R-A to B-5

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 21 DATE June 20, 2024

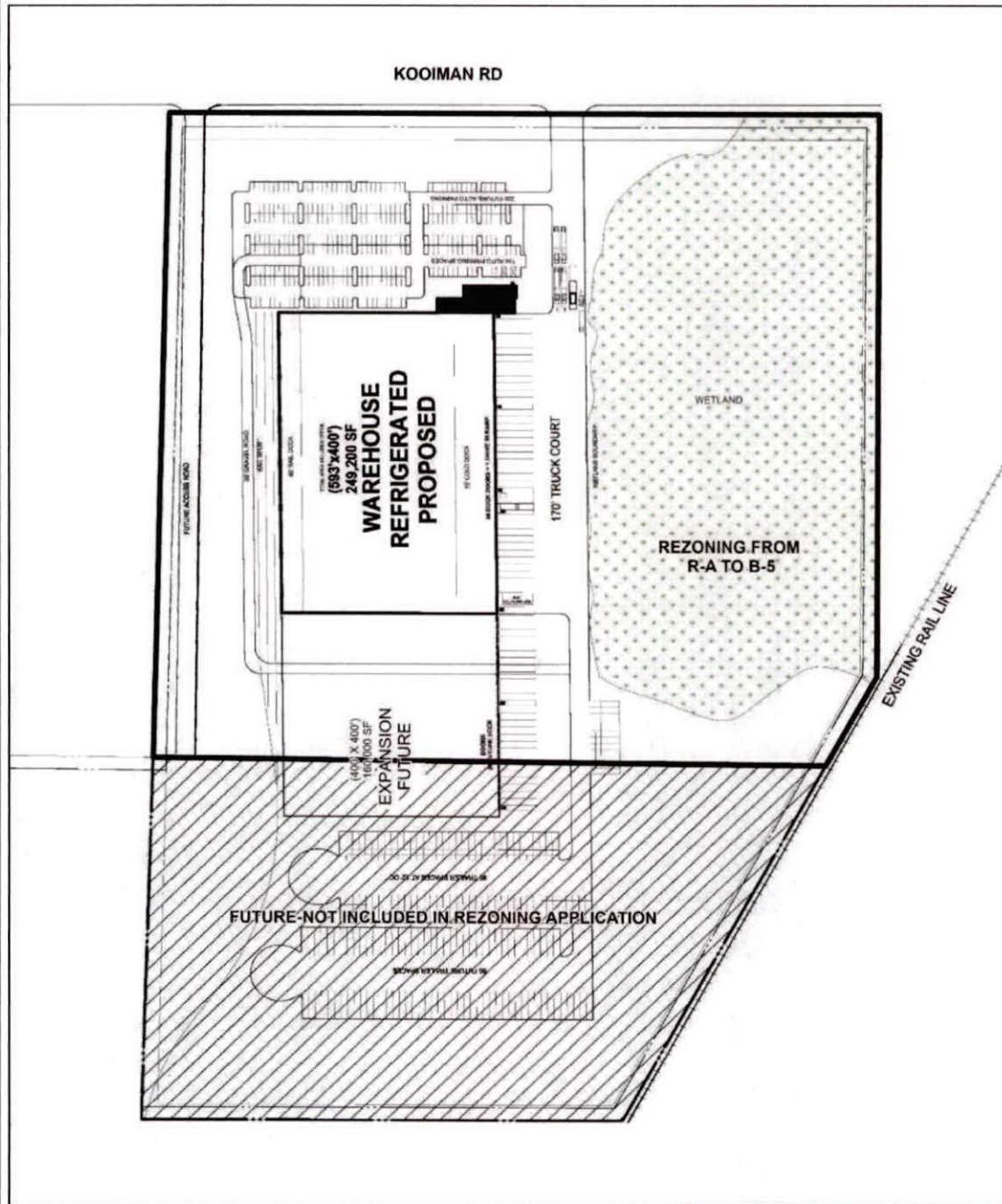
APPLICANT AL Mobile Kooiman I, LLC

REQUEST Rezoning from R-A to B-5

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



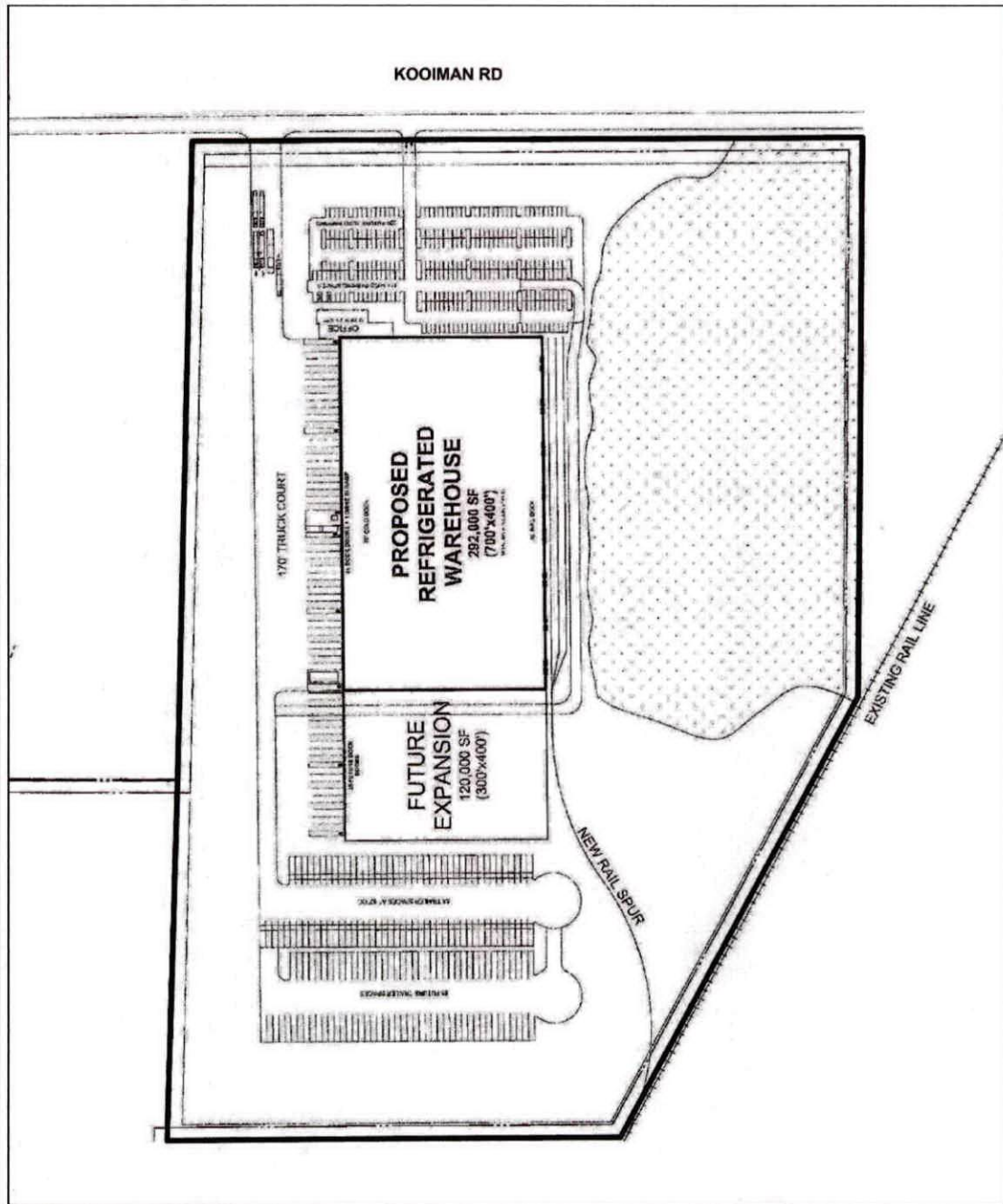
SITE PLAN



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

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

SITE PLAN



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

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

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

Zoning District Correspondence Matrix

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

HEAVY INDUSTRY (HI)

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

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

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

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

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

AL MOBILE KOOIMAN I, LLC

July 8, 2024

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

VIA FEDEX OVERNIGHT
777289039927

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

Dear Planning & Zoning Department:

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

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

Sincerely,

Heather Jones

Heather Jones
Legal Assistant

cc: File

PLANNING AND ZONING
10 JUL 2024 AM 9:53

R E S O L U T I O N

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

Adopted:

City Clerk

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

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



Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, DeVondra S. Carlisle, individually or on behalf of Bennett's Care, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

DeVondra S. Carlisle

Mobile Business Address:

Telephone:

Trade Name (d/b/a):

II. Business Information

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

Birthdate:

SSN: 2

Mobile Business Address:

Address
code

City State Zip

Telephone Number

Driver's License #:

Residing in Mobile County: Years: 28

Months: _____

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

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

(Alien # or Admission # _____)

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

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
------	-------	---------	-------------------------------

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

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

N/A				
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Part III. Vehicle/Carriage Information:

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

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

Location of terminal/depot or stand & stables: N/A

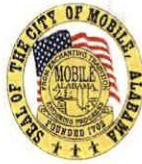
What will be your days and hours of operation? 7am - 6pm

How many vehicles (carriages) do you intend to operate? 2
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Cadillac</u>	Year: <u>2012</u>	Model: <u>SRX</u>
Make: <u>Toyota</u>	Year: <u>2011</u>	Model: <u>Camry</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

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



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

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


Applicant's Signature

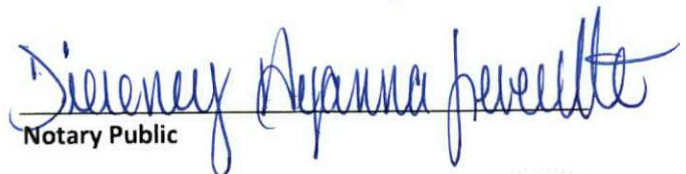
NAME OF ENTITY:

Bennett's Care, LLC

By: DeVondra Carlisle
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS

9 DAY OF July, 2021


Notary Public

My Commission Expires:
March 30, 2027





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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: DeVondra S. Carlisle

Nickname(s) or Maiden Name: Von

Current Address: _____

Previous Address: 2900

Personal Description:

Height: 4'11

Weight: 145

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

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

DeVondra S. Carlisle
Signature

July 9, 2024
Date signed



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

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: DeVondra S. Carlisle

Date of Birth: _____ Security #: _____

Present Address: 5

Home Phone Number: _____ Work Phone Number: N/A

Attach a copy of your current driver's license to this sheet

Present Employer and Address: None

Present Position/Title: N/A

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
<u>None</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

None

Give nature of all transactions or acts giving rise to these judgements.

None

Give name and location of court in which judgements were entered and date entered.

None

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

DeVondra Carlisle
Signature

July 9, 2024
Date Signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: CARLISLE, DEVONDRA SHUNDRE

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 55

Weight: 140

Eyes: BROWN

Height: 4'11"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

DL #:

DL Type:

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

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

CHECKED BY: P. W.
DATE: 5-24-24

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last_Name : CARLISLE

First_Name : DEVONDRA

Arrestee DOB : 11/27/1968

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>200020492702</u>	2000204927	3/17/2000	CARLISLE, DEVONDRA S	11/27/1968	UNKNOWN LOCATION UNKNOWN,	BRADLEY, N W	CONV	MOBILE,	HARASSMENT
<u>206080121301</u>	2060801213	8/14/2006	CARLISLE, DEVONDRA SHUNDRE	11/27/1968	UNKNOWN LOCATION UNKNOWN,	CAZALAS, PAMELA	CONV	METRO JAIL MOBILE,	HARASSMENT

2 Records Selected

05/24/2024 10:07

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

CHECKED BY: R. W.
DATE: 5-24-24

1 of 1